TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 304.

[redacted] PLAIN VIEW, PLAINTIFF IN ERROR,

vs.

[redacted] CHARLES P. ILSLEY.

[redacted] THE UNITED STATES FOR THE [redacted]

[redacted] 8, 1903.

I.

It is submitted that the judgment of the court below should be affirmed upon the grounds stated in the opinion of the court below. Record 98–102, and in my brief in No. 804 of the present docket to which I respectfully beg leave to refer, without duplicating the argument there made; counsel for the respective parties being the same in both cases.

S. U. PINNEY,
Counsel for Defendants in Error.

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 804.

THE TOWN OF PLAINVIEW, PLAINTIFF IN ERROR,

vs.

SAMUEL MARSHALL AND CHARLES F. ILSLEY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MINNESOTA.

FILED FEBRUARY 3, 1882.

SUPREME COURT OF THE UNITED STATES.

No. 804.

THE TOWN OF PLAINVIEW, PLAINTIFF IN ERROR,

vs.

SAMUEL MARSHALL AND CHARLES F. ILSLEY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MINNESOTA.

INDEX.

	Original.	Print.
Writ of error	1	1
Return to writ of error	2	1
Complaint	3	2
Summons	58	96
Return to summons	59	97
Answer	60	97
Exhibits to answer	70	101
Order to file reply nunc pro tunc	77	104
Reply	78	104
Stipulation waiving jury trial, &c	83	106
Stipulation of facts	84	106
Stipulation of facts	87	107
Case argued	89	108
Case further argued	90	108
Opinion of court	91	109
Order for judgment	96	113
Judgment	97	113
Taxation of costs	103	115
Bond on appeal	105	116
Assignment of errors	108	117
Citation	110	118

1 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the judges of the circuit court of the United States for the district of Minnesota, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said circuit court before you, or some of you, between Samuel Marshall and Charles F. Ilsley, plaintiffs, and The Town of Plainview, defendant, a manifest error hath happened, to the great damage of the said defendant, as is said: We being willing that such error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the justices of the Supreme Court of the United States at the Capital, in the city of Washington, together with this writ, so that you have the same at the said place, before the justices aforesaid, on the second Monday of October next, that the record and proceedings aforesaid being inspected the said justices of the Supreme Court may cause further to be done therein, to correct that error, what of right and according to the law and custom of the United States ought to be done.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this nineteenth day of November, in the year of our Lord one thousand eight hundred and eighty-one, and of the Independence of the United States the one hundred and sixth year.

[SEAL.] H. E. MANN,
Clerk of the Circuit Court of the United States of America for the District of Minnesota.

2 UNITED STATES OF AMERICA,
District of Minnesota. ss:

The answer of the judges of the circuit court of the United States for the district of Minnesota, in the eighth circuit, in within writ mentioned.

The record and proceedings whereof mention is within made, with all things concerning the same, are hereby respectfully certified to the justices of the Supreme Court of the United States of America, within mentioned, in a certain schedule to this writ annexed, marked Schedule A, as within it is commanded.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at Saint Paul, in the district of Minnesota, this 28 day of January, in the year of our Lord one thousand eight hundred and eighty-one, and of the Independence of the United States the one hundred and sixth year.

[SEAL.] H. E. MANN,
Clerk U. S. Circuit Court, Dist. of Minnesota.

3 SCHEDULE A.

Circuit court of the United States for the district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY, plaintiffs,
vs.
THE TOWN OF PLAINVIEW, DEFENDANT.

The complaint of the above-named plaintiffs respectfully shows to this court that they reside at the city of Milwaukee, in the State of Wisconsin, and that they are citizens of said State; that the said defendant, The Town of Plainview, of the county of Wabasha, in the State of Minnesota, is a body corporate and politic, created and existing under and by virtue of the laws of the State of Minnesota, and that it is a citizen thereof.

And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered two of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond, and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of

January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same or any part thereof to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Second. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 3 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond, and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender

the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

4 Third. And for a further and separate cause of action the said plaintiffs show that the said pefendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 4 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors, and by its town clerk, and whereby the said town, the defendant, promised to pay, on the first day of January of each year during the time said bonds had run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the plaintiffs are now the lawful holders, owners, and bearers of said bond, and of all the said coupons which were annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fourth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the

State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 5 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond, and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fifth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 6 of a series of 100 such bonds, wherein and whereby

the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run, the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Sixth. And for a further and separate cause of action, the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 7 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other

place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Seventh. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 8 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of

thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiff, although he then and ha ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Eighth. And for a further and separate cause of action the said plaintiff show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numberered 9 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town,

the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Ninth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 10 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said

coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Tenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 11 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or

elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Eleventh. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 12 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and all of the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hither-

to refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twelfth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 15 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time the said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

6 Thirteenth. And for a further and separate cause of action the said plaintiffs show that the defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January,

A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 14 of a series of 100 such bonds, wherein and whereby this said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fourteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 15 of a series of 100 such bonds,

wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run, the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fifteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 16 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the

State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant promised to pay on the first day of January of each year during the time the said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bonds and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Sixteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 17 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the

sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for the maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town, the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof although requested so to do, but to pay the same, or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars with interest thereon from the first day of January, A. D. 1881.

Seventeenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, for value received, made, executed, and delivered its certain bond or writing obligation, in compliance with a resolution of the town board of supervisors of said town, signed by the chairman of the said town board of supervisors and by the town clerk of said town, and sealed with the seal of said town, being numbered 18 of a series of 100 such bonds, wherein and whereby the said Town of Plainview, the defendant in this action, acknowledged itself indebted to the Plainview Railroad Company, a corporation created and existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, which sum the said defendant therein and thereby promised to pay to the said Plainview Railroad Company, or to the bearer thereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date thereof until such principal sum should be payable, annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed thereto; that at the time of the execution and delivery of said bond twenty coupons, for the sum of thirty-five dollars each, and each bearing date and a number corresponding with said bond, and each being for the interest on said bond for each of said years intervening between the date of said bond and the time for maturity thereof, were annexed to said bond and were each issued therewith, and signed on behalf of said town by the chairman of its said town board of supervisors and by its town clerk, and whereby the said town,

the defendant, promised to pay on the first day of January of each year during the time said bond had to run the sum of thirty-five dollars to the holder of each of said coupons, at the office of the treasurer of the State of Minnesota, or at such other place in said State as was or might be designated by law, for one year's interest on said bond; that the said plaintiffs are now the lawful holders, owners, and bearers of said bond and of all the said coupons which were so annexed to said bond, except the one that matured January 1st, 1880; that the said defendant has not paid the annual interest maturing on said bond on the first day of January, A. D. 1881, amounting to the sum of thirty-five dollars, at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, or any part thereof, although requested so to do, but to pay the same or any part thereof, to the said plaintiffs, although they then and have ever since held the proper coupon therefor annexed to said bond, and was and ever since have been ready to surrender the same upon the payment of the said interest so due and unpaid on said bond, the defendant has hitherto refused; that there is now due and unpaid on said bond to the said plaintiffs the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

7 Eighteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 19.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Nineteenth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by

the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 31.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twentieth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 32.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota,

or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-first. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 33.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-second. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 48.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-third. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 49.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

8 Twenty-fourth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 50.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same or any part thereof the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-fifth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 51.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-sixth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 52.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-seventh. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 53.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant,

and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-eighth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 54.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Twenty-ninth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 55.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

9 Thirtieth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 56.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota; and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant, the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881

Thirty-first. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of

January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 57

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-second. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 58.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-third. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the

laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of the town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 59.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-fourth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors, and by its town clerk, of which coupon or interest warrant the following is a copy to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 68.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or

at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-fifth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 69.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-sixth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 70.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of

January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owner' and holder' of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-seventh. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 71.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-eighth. And for a further and separate cause of action, the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day

of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 72.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owner' and holder' of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or eslewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Thirty-ninth. And for a further and separate cause of action, the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 73.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Fortieth. And for a further and separate cause of action, the said plaintiffs

show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 74.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-first. And for a further and separate cause of action, the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 75.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars

therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

11 Forty-second. And for a further and separate cause of action the said plaintiffs show that the said defendant, being hereto duly authorized by the laws of the State of Minnesota, on or about the first day of January, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 76.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-third. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 77.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-fourth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 78.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-fifth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 79.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Forty-sixth. And for a further and separate cause of action the said plaintiffs show that the said defendant, being thereto duly authorized by the laws of the State of Minnesota, on or about the first day of Jan'y, A. D. 1879, made and executed, for value received, its negotiable coupon or interest warrant, duly signed by the chairman of its town board of supervisors and by its town clerk, of which coupon or interest warrant the following is a copy, to wit:

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 188 , at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 80.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

That said coupon or interest warrant was, on or about the first day of January, A. D. 1879, duly delivered with said bond, which the said defendant then duly issued under and by virtue of the laws of the State of Minnesota to the Plainview Railroad Company, a corporation created and existing under the laws of the State of Minnesota, and the said plaintiffs are now the lawful owners and holders of said coupon or interest warrant, and that the said defendant has not paid the said sum of thirty-five dollars therein specified at the office of the treasurer of the State of Minnesota, or at any other place designated by law, or elsewhere, although requested so to do, but to pay the same, or any part thereof, the said defendant hath hitherto wholly refused and doth still refuse; that there is now due and unpaid to said plaintiffs on the said coupon or interest warrant the said

sum of thirty-five dollars, with interest thereon from the first day of January, A. D. 1881.

Wherefore the said plaintiffs demand judgment against said defendant for the sum of one thousand six hundred and ten dollars, with interest thereon from the first day of January, A. D. 1881, besides the costs and disbursements of this action.

S. M. PINNEY,
Pl'ffs' Attorney, Madison, Wis.

Mess. ROGERS & ROGERS,
St. Paul, Minn., Agents.

12 To the above-named defendant and its attorneys:

Take notice that the bonds and coupons of which the following are true copies are the written instruments upon which the foregoing forty-six causes of action are founded, and will be given in evidence on the trial of this action in support thereof, so far as the first seventeen causes of action are concerned, and that as to the remaining twenty-nine causes of action in said complaint stated, true copies of the written instrument upon which each of the same is founded is set forth in words and figures at length in each of said twenty-nine causes of action respectively.

S. M. PINNEY, *Pl'ffs' Att'y.*

13 No. 2.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof, until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this

bond, by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

14 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day

of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 2.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

15 No. 3.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents, that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof, until such principal sum shall be paid at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January, in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors, and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of

January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may by be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTNO, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35] [$35.

The Town of Plainview will pay to the holder thereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be desiguated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the Treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

16 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 3.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

17 No. 4.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Plainview:

Know all men by these presents, that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof, until such principal sum shall be paid, at the rate of seven per

cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Missouri.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

18 $35.] [$35.

The Town of Plainview will pay to the holder hereof, ont he first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 4.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

19 No. 5.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1879, together with interest thereon from the date hereof, until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors, and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of

January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

20 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 5.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

21 No. 6.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the.

county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

22 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of

Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] $35.]

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 6.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

23 No. 7.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Plainview:

Know all men by these presents, that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof, until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-

payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors, and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day

of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

24 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 7.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

25 No. 8.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1889, together with interest thereon from the date hereof, until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors, and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8,

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] $35.]

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35,] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

G. T. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

[$35. [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON *Town Clerk.*

26 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 8.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

27 No. 9.] UNITED STATES OF AMERICA [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof,

at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day

of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

28 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 9.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

29 No. 10.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond, by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day

of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

30 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 10.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

31 No. 11.] UNITED STATES OF AMERICA. [$500

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railway Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day

of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893; at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day

of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

32 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 11.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

33 No. 12.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that The Town of Plainview, in the County of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date here-

of until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. B. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12,

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

34 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the bearer hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, thirty-five dollars, for one year's interest on bond No. 12.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

35 No. 13.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town upon petition therefor, signed by a majority of the resident taxpayers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this

bond, by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

[SEAL.] (Signed) A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or in such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

36 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1880, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 13.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

37 No. 14.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest hereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

[SEAL.] (Signed) T G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$ [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

38 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 14.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond, No. 4.

T. G. BOLTON *Chairman.*

A. B. W. NORTON, *Town Clerk.*

39 No. 15.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Plainview:

Know all men by these presents, that the Town of Plainview in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars, ($500) which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until

such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

[SEAL.] (Signed) T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, & State of Minnesota.

A. B. W. NORTON,
Town clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the order hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day, of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota,

or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on satd bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

40 $35.] [$35.

The Town of Plainview will pay the to holder hereof, on the first day of Jauuary, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day

of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirtyrfive dollars, for one year's interest on bond No. 15.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

41 No. 167.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this

bond by the chairman of the town board of supervisors and the town clerk of said town, at *Elgin*, this first day of January, A. D. 1879.

[SEAL.] (Signed) T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

A. B. W. NORTON, *Town Clerk of said Town.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview, will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

42 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay the holder hereof, on the first day of

January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 16.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

43 No. 17.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually on the first day of January in each year upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through
44 and by a proposition made by said railroad company, and duly accepted by said town upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

[SEAL.] (Signed) T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

45 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first

day of January, 1898, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first
46 day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, A. D. 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, A. D. 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, A. D. 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be desig-

47 nated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 19.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars' for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

48 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

[$35. [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

49 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 17.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

50 No. 18.] UNITED STATES OF AMERICA. [$500.

STATE OF MINNESOTA,

County of Wabasha, Town of Plainview:

Know all men by these presents that the Town of Plainview, in the county of Wabasha, State of Minnesota, acknowledges itself indebted to the Plainview Railroad Company, a corporation existing under and by virtue of the laws of the State of Minnesota, in the sum of five hundred dollars ($500), which sum the said Town of Plainview hereby promises to pay to the said Plainview Railroad Company, or to the bearer hereof, at

the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, on or before the first day of January, A. D. 1899, together with interest thereon from the date hereof until such principal sum shall be paid, at the rate of seven per cent. per annum, which interest shall be payable annually, on the first day of January in each year, upon the presentation and surrender of the proper coupon annexed hereto.

This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the law of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by
51 said town upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town.

In testimony whereof the said Town of Plainview has executed this bond, by the chairman of the town board of supervisors and the town clerk of said town, at Plainview, this first day of January, A. D. 1879.

[SEAL.] (Signed) T. G. BOLTON,
Chairman of the Town Board of Supervisors of the Town of Plainview, State of Minnesota.

A. B. W. NORTON,
Town Clerk of said Town.

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1899, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1898, at the office of the treasurer of the State of Min-
52 nesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1897, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1896, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1895, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by
53 law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1894, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1893, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1892, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1891, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

54 $35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first

day of January, 1890, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1889, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the
55 first day of January, 1888, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$33.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1887, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk,*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1886, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1885, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated
56 by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1884, at the office of the treasurer of the State of Minnesota, or

at such other place in said State as is or may be hereafter designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1883, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty--five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1882, at the office of the treasuree of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

57 T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

$35.] [$35.

The Town of Plainview will pay to the holder hereof, on the first day of January, 1881, at the office of the treasurer of the State of Minnesota, or at such other place in said State as is or may be designated by law, thirty-five dollars, for one year's interest on bond No. 18.

T. G. BOLTON, *Chairman.*

A. B. W. NORTON, *Town Clerk.*

(Endorsed:) Filed January 29, 1881. H. E. Mann, clerk.

58 *Summons.*

UNITED STATES OF AMERICA,
District of Minnesota, ss:

In the circuit court of the United States for the district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY
against
THE TOWN OF PLAINVIEW.

The President of the United States of America to the defendant above named, greeting:

You are hereby summoned and required to answer the complaint in this action, which has been filed in the office of the clerk of this court, in Saint Paul, county of Ramsey, and State of Minnesota, and file your answer in said clerk's office within twenty days after the service hereof, excluding the day of such service, and if you fail to answer the complaint as aforesaid the plaintiff will take judgment against you for the sum of one thousand six

hundred and ten dollars, with interest thereon from the first day of January, A. D. 1881, besides the costs and disbursements of this action.

For the marshal of the district of Minnesota to execute.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at Saint Paul, in said district of Minnesota, this twenty-ninth day of January, in the year of our Lord one thousand eight hundred and eighty-one, and of our Independence one hundred and fifth year.

[SEAL OF COURT.] H. E. MANN, *Clerk.*

S. U. PINNEY, *Plaintiffs' Attorney, Madison, Wisconsin.*

Mess. ROGERS & ROGERS, *St. Paul, Minn.,*
Agents under rule of court.

59 UNITED STATES OF AMERICA,
District of Minnesota, ss:

I hereby certify that I served the annexed summons on the therein named defendant, The Town of Plainview, personally, by handing to and leaving with Milton Smith, chairman of board of supervisors of said town, a true copy thereof, at Plainview, in said district, on the 1st day of February, 1881.

R. N. McLAREN,
U. S. Marshal,
By CHAS. REICHOW, *Deputy.*

U. S. marshal's fees & mileage, $11.20.

(Indorsed:) United States circuit court, district of Minnesota. No. . Samuel Marshall et at., plaintiff, vs. Town of Plainview, defendant. Summons. Filed Feb'y 2, 1881. H. E. Mann, clerk. S. U. Pinney, plaintiffs' attorney.

60 United States circuit court, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY,
pl'ffs,
vs.
THE TOWN OF PLAINVIEW.

Said defendant answers to the complaint of said plaintiffs herein, and to each and every allegation, count, and separate cause of action set forth in said complaint as follows, to wit:

Defendant admits that it is, and during all the time mentioned in the complaint has been, an organized town and municipal corporation of and within the State of Minnesota, and that the residence and citizenship of the parties to this action is as set forth in the complaint.

Defendant also admits that each and all of the pretended instruments and obligations set forth and declared upon in said complaint, and which on their face purport to be the negotiable bonds and coupons of this defendant were signed by the then chairman of the board of supervisors and town clerk of this defendant, as such chairman and town clerk, and delivered to the Plainview Railway Company, which then was and still

61 is a railroad corporation organized under and by virtue of the statutes of the State of Minnesota, which pretended bonds and coupons were all so signed and delivered in the manner and under the authority and circumstances hereinafter stated, and not otherwise; and defendant denies that said bonds or coupons, or any of them, were ever made, executed, or delivered by defendant, or by its authority, or in any other manner save as hereinafter fully stated, and defendant denies that it, or the said chairman of its board of supervisors, or its town clerk, were ever lawfully authorized or empowered to make, execute, or deliver said bonds and coupons, or any of them, and denies that the same were made, executed, or delivered under or pursuant to authority conferred by any law of the State of Minnesota save only as hereinafter fully and particularly set out.

Further answering, defendant alleges that each and all of said bonds and coupons were so made, executed, and delivered by said chairman of the board of supervisors and said clerk of defendant under and pursuant to the pretended authority and provisions of section seven (7) of chapter one hundred and six (106) of the general laws of the State of Minnesota, for the year A. D. 1877, said chapter being an act of the Legislature of the State of Minnesota, approved March 5th, A. D. 1877,
65 entitled "An act to authorize municipal corporations to aid in the construction of railroads," and by virtue of certain pretended proceedings under and pursuant to said section seven (7) of said act, as hereinafter stated, and in no other manner, and by no other authority whatever; and defendant hereby refers to said act and said section seven (7) thereof as part of this answer. That on or about the 31st day of January, A. D. 1878, said The Plainview Railroad Company made and delivered to the then town clerk of said town, this defendant, a definite proposition in writing, signed by the president and secretary of said railroad company, and sealed with its seal, containing all the statements and specifications prescribed by section four (4) of the aforesaid act, and stating the amount of bonds desired to be fifty thousand dollars, and said town clerk immediately endorsed on said proposition the date of the filing thereof, and on the 30th day of March, 1878, said proposition was transcribed and recorded in the record book of said town. That within three months after the said filing of said proposition with said town clerk, to wit, on the 31st day of January, A. D. 1878, said The Plainview Railroad Company caused notice in due form to be given, posted, and published as provided
63 by said act, stating that after the 6th day of February, A. D. 1878 (more than five days after the date of said notice), a petition to the proper authorities of said town (this defendant) would be presented to the resident tax-payers of said town for their signatures asking such authorities to agree to said proposition, a copy of which was attached to said notice and posted and published therewith. That within four months after said filing of said proposition with said town clerk, to wit, on the 30th day of March, A. D. 1878, said railroad company delivered to said town clerk substantial copies of said proposition so filed with such petition, in matter and form as provided by said section seven (7) of said act, appended thereto, bearing the signatures of a majority of the persons residing in said town of Plainview who were assessed for taxes upon real or personal estate in said town, as shown by the then last assessment roll thereof, which signatures were verified by the affidavits of persons wit-

nessing such signatures. That many of the said resident tax-payers of said town whose signatures were so upon said petition were not electors or legal voters in said town or at all, some of them being
64 women and others being minor persons, and still others being copartnership firms, paying taxes as such firms, but that said petition and the signatures thereto were made and obtained in accordance with and under and pursuant to the provisions of said section seven (7) of the aforesaid act, and not otherwise; and this defendant avers that the aforesaid section seven of said act, and the aforesaid proceedings and acts thereunder constituted, were and are the only basis, power, or authority ever conferred upon or obtained by the supervisors of said town, or the chairman of the board of supervisors, or the town clerk thereof, to issue, make, execute, or deliver, or direct the issuing, making, execution, or delivery of any of said bonds or coupons, or any bonds or coupons whatever, and that no election was ever called or held, or other proceedings of any kind ever had or attempted, to authorize the supervisors of said town, or any officer thereof, to issue, make, execute, or deliver, or authorize the issuing, making, execution, or delivery of said bonds or coupons, or any bonds or coupons, except as hereinbefore fully recited. That after said petition of resident tax-payers of said town, so signed and bearing such signatures of a majority of such resident tax-payers of said town so verified, and having appended thereto substantial copies of said propo-
65 sition, was so delivered to and was filed by said town clerk, to wit, on the 30th day of March, A. D. 1878, the then board of supervisors of said town having no power or authority so to do, save only as hereinbefore recited, adopted a resolution reciting in substance the proceedings hereinbefore recited, and none other, and pretending to accept and agree to said proposition of said railroad company, and to direct the issue of said bonds and coupons according to the terms of said proposition, and to waive the issuance by said railroad company to said town of any stock of said railroad company, and declining and refusing to accept any such stock thereof, which resolution was entered upon the records of the said town.

True copies of said notice, proposition, petition (except the signatures and verifications of signatures of the petitioners, which are omitted because of their voluminousness), and of said resolution are hereto attached and hereby referred to as part of this answer.

Defendant further alleges that after all the proceedings aforesaid, and before the issue, making, or delivery of any of the bonds or coupons set out in the complaint herein, an action was duly begun and instituted in the district court of the said State of Minnesota in and for the
66 county of Wabasha, in said State, being the proper court of original jurisdiction therein, in which action one George W. Harrington (a resident, citizen, and tax-payer of said town) was plaintiff and the said supervisors of said town, said chairman of the board of said supervisors, and said town clerk, as such officers, respectively, and said The Plainview Railroad Company and this defendant were defendants, upon the matters and facts hereinbefore set out, the object and purpose of which action was to have said officers of defendant enjoined perpetually from issuing and said railroad company from receiving or obtaining any of said bonds or coupons, on the ground that said section seven (7) of the aforesaid act under

and pursuant to which alone all said proceedings were so had and done was and is unconstitutional and void, and said proceedings thereunder wholly invalid. That in said action summons was duly served on all the defendants therein, and all the defendants therein duly appeared and answered and defended therein, and said State court obtained and had full and complete jurisdiction therein both of the subject-matter of said action and of all the parties thereto.

That thereupon issue being duly joined therein, said action was duly tried & determined on its merits, and judgment entered therein,
67 from which an appeal was duly taken and perfected to the supreme court of said State, and duly tried and determined by said supreme court, by which supreme court it was, on or about the sixth day of October, A. D. 1880, duly determined, adjudged, and decreed therein that said section seven (7) of the aforesaid act was and is unconstitutional and void, and that all said proceedings are and were invalid, and that neither said town officers nor the defendant had or has any power or authority to issue said bonds or coupons, or any of them, which judgment remains in full force.

Defendant further alleges that on the 6th day of March, A. D. 1879, said section seven of the aforesaid act was duly repealed by the legislature of the State of Minnesota in and by the provisions of chapter seventy-two (72) of the general laws of said State for the year 1879, to which reference is hereby made.

Defendant further alleges that afterwards and during the pendency of the said action in said State court, to wit, on or about the 19th day of March, A. D. 1879, said chairman of the board of supervisors of said town and said town clerk thereof, without any other power or authority so to do save that hereinbefore set forth, did, in pursuance of said section seven of
68 said act of March 5th, A. D. 1877, and of said unconstitutional and invalid proceedings hereinbefore recited, and not otherwise, make, execute, and deliver to said The Plainview Railroad Company, at its request, all the bonds and all the coupons in the complaint described and declared upon, and all the bonds from which all the coupons described in the complaint have been detached, all of which bonds and coupons were then made to bear date as in the complaint set forth.

That each and all of said bonds and each and all of said coupons in the complaint set forth were and are a part of one and the same issue or series of bonds and coupons then and so executed and delivered as above stated, and none other, being a series of one hundred bonds, with interest coupons attached, each and every one of which bonds were and are of the same form and substance, and contain upon their face all and the same recitals as those which are set forth in the complaint herein, and copies of which are attached to said complaint, and that all the coupons set up in said complaint were so issued, made, and delivered with and as part of said bonds so issued for the interest to accrue thereon, and not otherwise.

That all of the matters and facts herein set forth are, and always
69 have been, well known to and by the plaintiff herein from a time long prior to the purchase of said bonds or coupons, or any of them, by the plaintiffs.

Wherefore defendant prays that plaintiff" take nothing by this action,

and that defendant may have judgment for its costs and disbursements herein.

Dated February 13, A. D. 1881.

ROBERT TAYLOR &
A. J. EDGERTON,
Attorneys for Defendant, Kasson, Minn.

CHARLES M. START,
Of Counsel for Defendant, Rochester, Minn.

STATE OF MINNESOTA,
County of Wabasha, ss:

Milton Smith, of said county, being duly sworn, says he is the chairman of the board of supervisors of The Town of Plainview, the defendant in this action, and that the foregoing answer is true to deponent's own knowledge, except as to those matters which are therein stated on his information and belief, and as to those matters, that he believes it to be true.

MILTON SMITH.

Subscribed & sworn to before me this 14th day of February, A. D. 1881.

[NOTARIAL SEAL.] H. AMERLAND,
Notary Public, Wabasha Co., Minn.

70 EXHIBIT A.

Notice.

Notice is hereby given that after the sixth day of February, A. D. 1878, a petition to the proper authorities, viz, the town board of supervisors of The Town of Plainview, in the county of Wabasha and State of Minnesota, will be presented to the resident tax-payers of said town for their signatures, asking said town board of supervisors as such authorities of said town to agree to the proposition, a copy of which is as follows:

PROPOSITION.

To The Town of Plainview, in the county of Wabasha and State of Minnesota, and to the town clerk of said town:

The Plainview Railroad Company, a corporation existing and organized under the laws of the State of Minnesota, respectfully represents that said company desires aid from The Town of Plainview aforesaid in the construction of its railroad, and for the purpose of obtaining such aid under the laws of this State makes and delivers to the town clerk of said town a definite proposition in writing, as follows, viz: The amount of said bonds desired by said railroad corporation from said town as such aid is fifty thousand dollars, said bonds to be made payable and to mature in twenty years from the date of the same, or at the option of the
71 said town, to be payable at any time prior to the maturity of the same after the year 1878; said bonds shall bear interest at the rate of seven per cent. a year, payable on the first day of January in each year, payable at the office of the treasurer of the State of Minnesota,

and said bonds shall be executed in proper legal form, with interest coupons attached, and shall be delivered to said railroad company whenever and as soon as said railroad company shall have its line of railroad graded, the ties and iron laid thereon, with the cars running thereon from a point of junction with the Winona & St. Peter Railroad, in the county of Olmsted, east of the west line of the town of Eyota, in said county of Olmsted, to a point within the corporate lines of the village of Plainview, as the same existed on December, 31, 1877; provided the same is completed during the year 1878, and to a station in said village within one hundred rods of the Plainview Hotel, in said village, now kept by John Bingham, and said railroad company will, in consideration of said bonds, at the election of said town issue to said town shares of its capital stock to the amount of fifty thousand dollars.

And if not so completed with the cars running thereon in the
72 time above specified, then said bonds shall not be issued or delivered to said company, and said town shall be free from any obligation to said railroad company.

Said petition will be appended to a copy of said proposition.

In testimony whereof the said Plainview Railroad Company have caused these presents to be signed by the president and secretary of said company and sealed, at the village of Plainview, Minnesota, this thirty-first day of January, A. D. 1878.

[OFFICIAL SEAL.]

GEORGE W. VAN DUZEN,
President of Plainview Railroad Company.
C. H. BLISS,
Secretary Plainview Railroad Company.

EXHIBIT B.

Petition.

To the town board of supervisors of the town of Plainview, in the county of Wabasha and State of Minnesota:

We whose names are hereto subscribed, being residents of said town, and who were assessed for taxes upon real or personal estate in said town, as shown by the last assessment roll of said town, respectfully ask you, as the proper authorities of said town, to agree to the proposition of the Plainview Railroad Company to which this petition is appended.

Dated this 7th day of Feb'y, 1878.

73 EXHIBIT C.

STATE OF MINNESOTA,
County of Wabasha, Town of Plainview, ss:

At a meeting of the town board of supervisors of the town of Plainview, in the county of Wabasha, and State of Minnesota, held at the town clerk's office, in the village of Plainview, in said town, on the 30th day of March, A. D. 1878—present, T. G. Bolton, chairman; C. E. Daniels and S. Struble, supervisors—the following preamble and resolutions were adopted by said board:

Whereas the Plainview Railroad Company, a corporation existing and

organized under the laws of the State of Minnesota, did, on the 31st day of January, A. D. 1878, make and file with the town clerk of said town of Plainview, in his office, a definite proposition in writing, asking aid of the said town, by its bonds in the sum of fifty thousand dollars, to the construction of the railroad of said company;

And whereas the said Plainview Railroad Company did, on the 31st day of January, A. D. 1878, post up at three of the public places in said town notices that after a day certain, named in said notice, to wit, after July 6, A. D. 1878, a petition to the supervisors of said town, as the proper
74 authorities of said town, appended to a copy of said proposition, would be presented to the resident tax-payers of said town of Plainview, as shown by the last assessment roll of said town, for their signatures, asking the said supervisors, as the proper authorities of said town, to agree to the said proposition filed with the town clerk as aforesaid, a true copy of the said notice so posted, with proof of posting the same, being on file with the town clerk of said town;

And whereas after the day named in the said notice a petition appended to a copy of said proposition was presented to the resident tax-payers of said town, as shown by the last assessment roll of said town, for their signatures, and was signed by a large number of said resident tax-payers, as appears by the affidavits of Asa Y. Felton, Daniel R. Sweezy, and H. P. Wilson, the said petition and signatures thereto, and the affidavits to the time of presentation and to the signatures of the persons signing the same being on file in the said town clerk's office; and whereas it appears from the said petition and signatures thereto, and the affidavits attached to the same, and from the last assessment-roll of said town, certified copies
75 of which we have carefully examined, that a majority of the resident tax-payers of said town of Plainview, who were assessed for taxes upon real or personal estate in said town, as shown by the last assessment roll of said town of Plainview have signed the said petition and request;

And whereas it appears that the construction of the said road to be constructed by the Plainview Railroad Company, as set forth in the proposition of said company to the said town of Plainview, will promote the general prosperity and welfare of the tax-payers of the said town of Plainview:

Now, therefore, be it resolved by the board of supervisors of the town of Plainview, in said county, as the proper authorities of said town, that the said proposition of the said Plainview Railroad Company to the said town, asking aid to the construction of said company' railroad, by the bonds of said town, in the sum of fifty thousand dollars, be, and the same is hereby, accepted and agreed to on part of said town, so far as the issue of the bonds of said town to said railroad company on the terms and conditions in said proposition stated.

Resolved, further, that the bonds of said town of Plainview, to the amount of fifty thousand dollars, executed in proper legal form,
76 with interest coupons attached and payable as in said proposition requested, be, and the same are hereby, authorized and directed to be issued to the said Plainview Railroad Company whenever and as soon as the said company shall have its railroad completed with the cars running thereon as specified in said proposition.

Resolved further that the issue of stock by the said Plainview Railroad Company to the town of Plainview, in said county, in consideration of the bonds of the said town in the amount of fifty thousand dollars, be, and the same is hereby, waived, and the said railroad company be, and hereby is, absolved from any and all obligations to issue the said stock, it being by us adjudged and determined that it will not be to the best interest of said town to accept or receive the said stock, and on behalf and for said town of Plainview, we, the supervisors of said town, as the proper authorities thereof, do hereby relinquish any and all right to the issue of the said stock of the said railroad company, and the reception of said stock is hereby declined and refused.

T. G. BOLTON, *Chairman.*
C. E. DANIELS,
S. STRUBLE, *Supervisors.*

A. B. W. NORTON, *Town Clerk.*

(Endorsed:) Answer. Filed Feb. 18, 1881. H. E. Mann, clerk.

77 United States circuit court for the district of Minnesota. Term minutes, December term, A. D. 1881. December 13, 1881.

Present, Hon. George W. McCrary, Rensselaer R. Nelson, judges.

SAMUEL MARSHALL ET AL.
vs.
TOWN OF PLAINVIEW.

On motion of plaintiffs, the defendant, by its counsel, consenting thereto, it is ordered that a reply, which is here presented to the court, may be now filed in this case, nunc pro tunc, as of the ninth day of March, 1881.

78 Circuit court of the United States, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY,
plaintiffs,
vs.
THE TOWN OF PLAINVIEW.

The said plaintiffs, in reply to the new matter contained in the answer of said defendant, deny each and every allegation thereof except as hereinafter admitted, and aver that they purchased the bonds and coupons in question on the 8th day of July, A. D. 1879, for a valuable consideration, and without any notice in fact of any of the matters relied on in defense of said action, except such as appears on the face of said bonds from the recitals therein contained, copies whereof in substance are annexed to said complaint; that said bonds and coupons are a part of the series of one hundred bonds, numbered from one to one hundred, inclusive, of five hundred dollars each, issued to the Plainview Railroad Company, under and in pursuance of the authority and proceedings mentioned in said answer.

And these plaintiffs, further replying, admit and aver that about three months after they so purchased said bonds and coupons they obtained information as to the alleged judicial proceedings in said answer mentioned as having been instituted by G. W. Harrington in the district court of
79 the State of Minnesota, for the county of Wabasha, against the parties therein named, but deny that these plaintiffs were, in any way whatever, parties thereto, and, upon information and belief, acquired as aforesai d

they admit that said action was tried upon the merits thereof, and judgment entered therein March 15, 1879, dissolving the injunction theretofore issued therein, and dismissing said action, and that, on the 18th day of March, 1879, pursuant to resolution that day adopted by the supervisors of said town, and of a previous resolution by them adopted, said bonds and coupons were regularly issued to the said Plainview Railroad Company, under and pursuant to chapter 106 of the general laws of Minnesota for 1877, and the proceedings under the same mentioned and referred to in said answer, as the said town had full power and lawful authority to do, pursuant to the laws of the State of Minnesota, and the decision of its supreme court previously made in respect to the provisions of said statute, and that said bonds and coupons were regularly made and signed, pursuant to the authority aforesaid, by the then chairman of the board of supervisors of said town and its town clerk, as plaintiffs are informed and believe; that said bonds and coupons bear date on the first day of January, 1879, and that, at
80 the time the said plaintiffs purchased the same they understood and believed that they were issued on that date, and did not learn to the contrary until about three months after they so purchased the same, and they admit that section seven of said act was in form repealed on the 6th day of March, A. D. 1879, but not until long after a mutual agreement under the provisions of said section seven, between said Plainview Railroad Company and the said defendant for the issue and delivery of said bonds had been arrived at, and not until a long time after the same had been fully performed by the said railroad company, as these plaintiffs are informed and believe.

And these plaintiffs, further replying, on information and belief, allege that in the said action of said Harrington against the Plainview Railroad Company and others, a motion on the part of said Harrington for a new trial therein was denied, and an appeal taken from the order denying the same to the supreme court of the State of Minnesota, on the 12th day of March, A. D. 1879, which appeal was afterwards heard in said supreme court and was decided on the 6th day of October, 1880, and is the only appeal ever heard and determined in said action by said court, and its decision rendered therein is the only decision ever rendered by said su-
81 preme court in relation to said suit and the matters involved therein; that the said judgment dismissing said Harrington's complaint was in full force and effect and in no wise reversed, set aside, or vacated when these plaintiffs so purchased said bonds and coupons, but they admit that an appeal was afterwards taken therefrom to said supreme court, on the 12th day of September, A. D. 1879, but that the same has never been heard or determined; and they admit that the supreme court of Minnesota on the appeal so heard by it as aforesaid, and decided Oct. 6, 1880, did determine and decide, so far as it had the power to do so, that said section seven said act was unconstitutional and void, which decision is reported in the Northwestern Reporter, in vol. 6, pages 777 to 781, inclusive, and to which decision plaintiffs refer for greater certainty as to the matters decided therein and thereby, and on information and belief the plaintiffs admit that no election was ever called or held to authorize the defendant town, or its supervisors, or officers to issue, make, or deliver said bonds or coupons or any of them.

That whether any of the persons signing the petition mentioned in said answer, as tax-payers were not electors or legal voters in said town, or

82 whether any of them were women or minors or copartnership firms, the plaintiffs have no knowledge or information sufficient to form a belief.

S. U. PINNEY,
Pl'ffs' Att'y.

EASTERN DISTRICT OF WISCONSIN, *ss:*

Charles F. Ilsley, one of said plaintiffs, being duly sworn, says that he is one of the plaintiffs above named; that he has heard read the foregoing reply and knows the contents thereof, and that the same is true of his own knowledge except as to those matters therein stated on information and belief, and as to those matters that he believes it to be true.

C. F. ILSLEY.

Subscribed and sworn to before me this 1st day of Dec., 1881.
[SEAL OF COURT.] EDWARD KURTZ,
Clerk U. S. Circuit Court East'n Dist. of Wisconsin.

(Endorsed:) Filed Dec. 13, 1881. nunc pro tunc as of M'ch 9, 1881. H. E. Mann, clerk.

83 United States circuit court, district of Minnesota.

SAMUEL MARSHALL AND CHTRLES F. ILSLEY,
vs.
THE TOWN OF PLAINVIEW.

SAME
vs.
THE TOWN OF ELGIN.

It is agreed in these two cases that jury trial be, and is hereby, waived and that the cases be set for trial before the judges of said court on a day certain, not earlier than June 28, 1881, to be fixed by consent of the court at its opening or as soon thereafter as counsel can be heard. It is also agreed that this case and that of same plaintiffs vs. Town of Elgin be tried together.

S. U. PINNEY, *Att'y for Pl'ffs.*
ROBERT TAYLOR & A. J. EDGERTON,
Att'ys for Def'ts.

(Endorsed:) Filed June 21, 1881. H. E. Mann, clerk.

84 United States circuit court, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY,
vs.
THE TOWN OF PLAINVIEW.

SAME PLAINTIFFS
vs.
THE TOWN OF ELGIN.

It is hereby stipulated and agreed between the attorneys of the respective parties to these actions as follows, to wit:

(1.) That all the coupons described in the complaint in these actions are attached to or were taken from bonds of the same issue and date and of like tenor as those copies of which are annexed to the said complaints and

were purchased by the said plaintiffs with the said bonds before being detached therefrom.

(2.) The printed paper book in the case of George W. Harrington against the Plainview Railroad Company et al., in the supreme court of Minnesota, shall be put in evidence in these actions on the trial thereof as a true copy of the record in that case. The plaintiff therein (Harrington), ap-
85 pealed to the State supreme court from the order of the district court denying a new trial, and perfected his said appeal March 12, 1879; on March 15th, 1879, judgment was entered in and by the district court, dissolving the injunction and dismissing the action, and on March 16, 1879, the bonds in question of the Town of Plainview were issued. The decision of the State supreme court upon said appeal was made October 6, 1880, and is reported in volume 6, Northwestern Reporter, pages 777 to 781, inclusive.

An appeal was also taken by said Harrington to said supreme court from said judgment Sept. 12, 1879, but it has never been brought to trial in the supreme court, and the said decision so reported as aforesaid is the only decision of said supreme court in that case.

The plaintiffs in these actions were not parties in any manner to said action of Harrington vs. The Plainview Railroad Company et al. True copies of the proposition, notice, petition (except signatures), and resolutions in the proceedings in each of said towns are attached to the respective answers in these actions.

(3.) That the plaintiffs purchased the bonds and coupons in question July 9th, 1879, for value and without notice in fact of any of the
86 matters relied on in defense, except such as appears upon the face of the said bonds.

(4.) The only matters relied on in defense are:

First. That the provisions of chapter 106 and particularly of section seven (7) of chapter 106 of the general laws of the year 1877 of the State of Minnesota, under which the bonds and coupons in question were issued were and are unconstitutional and void.

Second. That the decision of the supreme court of the State of Minnesota in the said case of Harrington vs. The Plainview Railroad Company et al., is conclusive and binding in respect to said first point upon the United States courts as an exposition and construction of the constitution of the State of Minnesota.

Dated June 20, 1881.

ROBERT TAYLOR,
Att'y of each of said Defendants.
S. U. PINNEY,
Att'y for Plaintiffs.

(Endorsed:) Filed June 21, 1881. H. E. Mann, clerk.

87 United States circuit court, district of Minnesota.

SAMUEL MARSHALL AND CHARLES F. ILSLEY
vs.
THE TOWN OF PLAINVIEW.

SAME PLAINTIFFS
vs.
THE TOWN OF ELGIN.

It is agreed in these cases that all the bonds in question from which all

coupons in question were detached, were registered pursuant to section 143 of chapter 11 of the general statutes of Minnesota (Young's revision of 1878.)

That the State auditor pursuant to section 145 of said chapter 11, did each year after the issue of the bonds in question, certify to the county auditor of the county of Wabasha in which the defendant towns are situated, the amount of tax required to meet the annual interest accruing upon said bonds; that thereupon a tax was levied and extended by said county auditor upon the taxable property in said towns to meet such interest accruing on said bonds for each of the two first years, and such
88 taxes were collected by and paid to the county treasurer of said county, in the usual manner of collecting taxes and as provided by said section 145. That with such taxes so levied and collected, the one year's coupons first becoming due were paid and canceled by said county treasurer pursuant to section 147 of said chapter 11, and that the second year's coupons of which those in suit are part have not been paid.

Dated June 30, 1881.

ROBERT TAYLOR & G. E. COLE,
Att'ys for D'f'ts.
S. U. PINNEY, *Pl'ffs' Att'y.*

(Endorsed:) Filed June 30, 1881. H. E. Mann, clerk.

89 United States circuit court for the district of Minnesota. Term minutes, June term, A. D. 1881. June 30, 1881.

Present, Hon. George W. McCrary, Rensselaer R. Nelson, judges.

SAMUEL MARSHALL ET AL.
vs.
THE TOWN OF PLAINVIEW.

This cause came on for trial before the court without a jury, trial by jury having been duly waived by stipulation of the parties, by their attorneys, in writing, on file.

S. U. Pinney, esq., opens the case on the part of the plaintiffs. Plaintiffs introduce documentary evidence.

A. B. W. Norton is sworn and examined as a witness for plaintiffs. Plaintiffs rest.

After sundry verbal admissions defendant rests. Gordon E. Cole, esq., argues the case for the defendant.

90 United States circuit court for the district of Minnesota. Term minutes, June term, A. D. 1881. July 1, 1881.

Present, Hon. George W. McCrary, Rensselaer R. Nelson, judges.

SAMUEL MARSHALL ET AL.
vs.
THE TOWN OF PLAINVIEW.

This cause coming on for further trial before the court, the parties appeared by their respective attorneys, and was further argued on the part

of the defendant by Gordon E. Cole, esq., and on the part of the plaintiffs by Thomas Wilson, esq., and was submitted to the court and by the court taken under advisement. The parties are allowed to file written or printed briefs.

91 United States circuit court, district of Minnesota.

SAMUEL MARSHALL ET AL.
vs.
THE TOWN OF PLAINVIEW.

and

SAME
vs.
THE TOWN OF ELGIN.

91½ These actions are brought to recover the amount of coupons which were attached to bonds issued by the towns of Elgin and Plainview, in this district, the plaintiffs being owners of the bonds and coupons, and also to recover the amount of coupons owned by them taken from bonds held by other parties, to whom the plaintiffs had sold them. The bonds and coupons were issued to the Plainview Railroad Company by the Town of Plainview, March 16, 1879, and by the Town of Elgin about January 1, 1879, under chapter 106, general laws of Minnesota, 1877, and were purchased by the plaintiffs July 9, 1879, for value, and without notice of any of the matters relied on as defences, except such as appear on their face.

Section 3 of the act referred to provides that no bonds shall be issued until a mutual agreement in relation to the construction of a railroad shall have been arrived at.

Section 4 enacts that a railroad company desiring aid in the construction of its road shall make a proposition in writing which shall contain a statement of the amount of the bonds of the town desired, and when they are to be delivered, which shall be filed with the auditor or clerk.

Section 7 declares that one mode of arriving at the mutual agreement required shall be:

"First. That within three months after filing a proposition the railroad company shall cause notice to be given that after a day named a petition to the proper authorities, asking them to agree to such proposition, will be presented to the resident tax-payers, and to the petition shall be appended a copy of the proposition. Second. If, within four months after the filing of such proposition with such clerk, * * * the railroad company shall deliver to such clerk a substantial copy or copies of such proposition so filed with such petition, to the proper authorities of such town, asking such authorities to agree to such proposition appended thereto, bearing the signatures of a majority of the persons residing in such * * * town, * * * who were assessed for taxes upon real or personal estate in such * * * town, * * * as shown by the last assessment roll of the district of which aid is desired, which signatures shall be verified by the affidavit of some person witnessing such signatures, then such mutual agreement, for the issue of bonds by such municipality, and of the stock of such railroad

company, shall be deemed and considered to have been arrived at and perfected, and thereupon such bonds shall be issued and delivered, in conformity with the true intent and meaning of such proposition, and with the provisions of this act."

Each bond contains the following recital:

"This bond is issued in pursuance of a mutual agreement between said town and said railroad company, which agreement was made in accordance with the laws of the State of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said
92 town, upon petition therefor, signed by a majority of the resident tax-payers of said town, said agreement having been fully performed by the said railroad company on its part.

"This bond is issued in pursuance of the authority given for that purpose by the laws of the State of Minnesota, and in compliance with a resolution of the board of supervisors of said town."

In the case of the Town of Plainview, at or about the time the railroad had complied, on its part, with the mutual agreement, one George Harrington, a tax-payer of that town, brought an action in the district court of the State against the town officers and the Plainview Railroad Company to restrain the town officers from executing and delivering the bonds as stipulated, for the alleged reason that the act under which they were issued (section 7, c. 106, laws of Minnesota for 1877), which provides for arriving at a mutual agreement between the railroad company and the town by proposition and petition of a majority of the resident tax-payers was unconstitutional and void. A temporary injunction was issued to restrain the execution and delivery of the bonds. The cause was tried January 27, 1879, upon stipulated facts, and among other things it was admitted at the trial—

"That, relying on and induced and influenced by the proceedings set out, and particularly by the resolution of the board of supervisors, the Plainview Railroad Company constructed and had, before the commencement of that action, its line of road constructed, and has had the same graded and the ties and iron laid thereon, with the cars running thereon from a point of junction with the Winona & St. Peter Railroad, in the county of Olmsted, east of the west line of Eyota, in said county, to a point within the corporate limits of the village of Plainview, as the same existed December 31, 1877, and had, in all respects, complied with the terms and conditions specified in the proposition by it to be performed."

The district court held the act valid, and found for the defendants. A motion for a new trial, made by the plaintiff, was denied March 11, 1879, and he appealed from such denial to the supreme court of Minnesota on the next day. Three days afterwards judgment was entered by the district court dissolving the injunction and dismissing the action, and on the next day the town issued the bonds in question. On the sixth of October, 1880, the supreme court of Minnesota, having heard the appeal, decided that the act under which the bonds were issued (chapter 106, § 7 laws, 1877) was unconstitutional and void.

S. U. Pinney and Thos. Wilson, for plaintiffs.

Gordon E. Cole and Robt. Taylor, for defendants.

93 NELSON, D. J.

These cases are tried together without a jury. The only matters relied on in defence are:

First. That the provisions of chapter 106, gen. laws, Minnesota, 1877, and particularly of section 7, under which the bonds and coupons issued, were unconstitutional and void.

Second. That the decision of the supreme court of Minnesota, in the case of Harrington v. The Plainview Railroad Co. is conclusive and binding in respect to the first point upon the Federal courts as an exposition and construction of the constitution of the State of Minnesota.

The view taken by the court will render it necessary to consider only the second defence urged. The following propositions must control the decision:

First. The recitals in the bonds are conclusive evidence in favor of the plaintiffs, who purchased without other information than that which appears upon their face, that all the conditions precedent prescribed in the law had been complied with.

Second. If the law under which the bonds issued had been sustained and recognized as valid by the highest court of the State at the time, no subsequent act of the judiciary can impair their validity in the hands of the plaintiffs.

The bonds, on their face, refer to the law under which power to issue them was given by the legislature, and the coupons, though detached, are described with sufficient certainty in the complaint, and the evidence is plain that they belonged to the bonds issued. If the bonds are valid obligations, the coupons are identified and follow the bonds, so that, if the second proposition can be applied, the plaintiffs are entitled to recover.

In State ex rel. vs. Town of Highland, 25 Minn., 355, a case arose under the act of 1877, and section 7 was before the supreme court of the State. Proceedings for a mandamus to compel the town of Highland to comply with the mutual agreement entered into as prescribed by this section were instituted, and, on motion to quash the alternative writ which had issued, the respondent's counsel presented and urged, in a written brief, among other things, the following, as appears by the records on file, but not given in the report of the case, viz:

"Fourth. Because the act of 1877, c. 106, in so far as it attempts to empower a majority of the tax-payers of a town, by means of a petition, to enter into and bind the town by agreement, is unconstitutional and void."

The court, in its decision, after citing the principal provisions of the act, say:

"We think the following propositions clearly deducible: First, The statute authorizes a town to aid the construction of railroads. It does not authorize aid to roads already constructed. The idea of the law-
maker unquestionably was to authorize aid to be given to roads
94 which were believed to require aid to secure their construction,
and not to roads which had been constructed without such aid. Second. The aid is to be rendered by the making of a mutual agreement between the town and the railroad company, by which the town is legally bound to issue its bonds to or for the use of the company, upon performance by the latter of its part of the agreement, and by the issue of bonds accordingly. Third. Until the mutual agreement is arrived at and perfected, as provided in section 7, no legal liability or obligation whatever

is imposed upon or incurred by the town in the premises. In other words, unless an agreement is arrived at and perfected, as there provided, all steps which may have been taken with the intent of arriving at and perfecting one, or looking in that direction, are absolute nullities."

Here was a recognition, in my opinion, of the validity of this law, and a full and comprehensive construction of the section. It is true the court did not consider the constitutional question, but the decision did not express a doubt, and at least favored its validity. This decision was rendered January 10, 1879, and at that time the bonds, with the coupons in suit of the Town of Elgin, had been issued and were in the market as commercial securities. The Plainview Railroad Company had also entered into an agreement with the town of Plainview, and by the construction of its road was entitled to receive town bonds, when a suit was commenced in the district court of the State, by a tax-payer and citizen of the town, entitled Harrington v. Town of Plainview et al., to enjoin and restrain their issue, and a preliminary injunction issued. This suit was subsequently tried, and the action was dismissed by the court, and the injunction dissolved, and the town issued its bonds. An appeal to the supreme court of the State was taken by Harrington, and, among other things, it was argued on the hearing that section 7 of the act was unconstitutional, and it was so declared by the court. It is insisted that this decision of the highest court of the State is binding, and the defendants entitled to judgment. Such is not my opinion. The Federal courts, it is true, generally follow the adjudications of the highest courts of the State in the construction of its statutes, but exceptions are recognized, and these cases fall within the rule laid down in The City v. Lamson, 9 Wall., 477, which is, briefly, where a decision of the highest judicial tribunal at the time the bonds issued favors the validity of the law under which they issued, a subsequent decision impairing their validity will not be followed to the prejudice of bona fide holders.

To the same effect is Douglass v. Pike Co. 101 U. S.687:

"We have no hesitation in saying that the rights of the parties are to be determined according to the law as it was judicially construed to be when the bonds in question were put on the market as commercial paper."

See collated authorities in Dillon on Municipal Corporations.

95 The question, as stated by the court in that case, is not so much whether the last decision was right as whether it should be followed.

These bonds having been purchased by the plaintiffs before the decision in the Harrington case, and no previous expression by the court other than that contained in State v. Town of Highland, are "clean obligations to pay" not affected by the last decision.

It is urged that the bonds are invalid in the plaintiffs' hands by the fact that they were purchased during the pendency of the suit in which the law was held to be unconstitutional. The answer to this proposition is that the plaintiffs were not parties to, and had no knowledge of, that suit; and the rule that all persons are bound to take notice of a pending suit does not apply to negotiable securities (97 U. S., 96).

The plaintiffs are entitled to judgment in each case, and it is so ordered.

McCrary, C. J. I concur in the conclusions reached in the foregoing opinion, as well as in the reasons by which they are supported.

(Endorsed:) Filed Sept. 27, 1881. H. E. Mann, clerk.

96 United States circuit court for the district of Minnesota. Term minutes, June term, A. D. 1881. September 27, 1881.

Present, Hon. George W. McCrary, Rensselaer R. Nelson, judges.

SAMUEL MARSHALL ET AL.
vs.
THE TOWN OF PLAINVIEW.

The court having filed its written opinion herein, it is ordered that judgment in favor of the plaintiffs and against the defendants be entered pursuant thereto.

97 United States circuit court for the district of Minnesota. Term minutes, June term, A. D. 1881. October 11, 1881.

Present, Hon. Rensselaer R. Nelson, judge.

SAMUEL MARSHALL AND CHARLES F. ILSLEY
vs.
THE TOWN OF PLAINVIEW.

The issues joined in this action came on to be tried before the court without a jury, before the Hon. George W. McCrary, circuit judge, and the Hon. R. R. Nelson, district judge, holding the court. A trial of said issues by jury having been duly waived by a stipulation in writing on file herein, and the court having heard the evidence and the arguments, finds as facts: First. That the bonds and coupons mentioned in the complaint were duly issued by the defendant on the 16th day of March, A. D. 1879, to the Plainview Railroad Company under and pursuant to chapter one hundred and six of the general laws of Minnesota for 1877, and were purchased by the plaintiffs July 9, 1879, for value. and without notice of any of the matters relied on as defenses, except such as appear on the face of such bonds, copies whereof are annexed to the complaint, and that the plaintiffs still own the same, and that the amount due on said bonds and coupons and sued for in this action is the sum of one thousand six hundred ninety-seven dollars and sixty-six cents.

Second. The said bonds and coupons were issued in pursuance
98 of a mutual agreement between said defendant and the said Plainview Railroad Company, arrived at pursuant to the provisions of section seven of said chapter one hundred and six, by which said town was to aid in the construction of the railroad of said company by an issue of its bonds in the sum of fifty thousand dollars, in consideration of which said company undertook and agreed to construct its railroad from the Winona and St. Peter Railroad to a point within the village of Plainview, which was fully complied with on the first day of November, A. D. 1878, by said railroad company, and were so issued pursuant to a resolution of the board of town supervisors of said town passed March 18, A. D. 1879.

Third. At or about the time said agreement was so complied with,

one George Harrington, a tax-payer of the defendant town, brought an action in the district court of Minnesota for Wabasha County against the supervisors and town clerk of said Town of Plainview and the Plainview Railroad Company, to restrain the town officers from issuing and the railroad company from receiving said bonds as stipulated, alleging that the act under which they were issued (sec. 7, chap. 106, gen. laws Minn., 1877) was unconstitutional and void, and a temporary injunction was issued to restrain the execution and delivery of the bonds. A trial of the action upon stipulated facts was had January 27, 1879,
99 and among other things it was admitted that, relying on and induced and influenced by the proceedings set out, and particularly by the resolution of the said town board of supervisors, the Plainview Railroad Company constructed and had, before the commencement of that action, its line of railroad constructed, and has had the same graded, and the ties and iron laid thereon, with the cars running thereon from a point of junction with the Winona & St. Peter Railroad, in the county of Olmsted, east of the west line of Eyota, in said county, to a point within the corporate limits of the village of Plainview, as the same existed Dec. 31, 1877, and had in all respects complied with the terms and conditions specified in the proposition by it to be performed. The district court held the act valid and found for the defendants. A motion for a new trial made by the plaintiff was denied March 11, 1879, and from such denial he appealed on the next day to the supreme court of Minnesota. Three days afterwards judgment was rendered for the defendants dissolving the injunction and dismissing the action, and the injunction not having been continued or restored, the bonds were issued on the 16th day of March, 1879. On the 6th day of October, 1880, after the plaintiffs had
100 so purchased said bonds and coupons, the supreme court of Minnesota, having heard this appeal, decided that section seven of said chapter 106, under which said bonds and coupons were issued, was unconstitutional and void.

About two months after the plaintiffs purchased said bonds and coupons the plaintiff in said action appealed from the final judgment therein, but such appeal has not been heard or determined. The plaintiffs in this action were not in any manner parties to said action of Harrington vs. The Plainview Railroad Company et al.

Fourth. Before the plaintiff purchased said bonds and coupons the case of the State, ex rel., vs. Highland, 25 Minn., 355, under section seven of said chapter 106, had been determined by the supreme court of Minnesota, and in that case it was insisted by the respondent's counsel that the alternative writ of mandamus should be quashed, "Because the act of 1877, chapter 106, in so far as it attempts to empower a majority of the tax-payers of a town by means of a petition to enter into and bind the town by agreement, is unconstitutional and void."

Fifth. All the bonds in question, and from which all coupons in question were detached, were registered pursuant to section 143 of chapter 11 of the general statutes of Minnesota (Young's revision of 1878).
101 The State auditor, pursuant to section 145 of said chapter 11, did each year after the issue of the bonds in question certify to the county auditor of the county of Wabasha, in which the defendant town is situated, the amount of tax required to meet the annual interest accruing

upon said bonds; thereupon a tax was levied and extended by said county auditor upon the taxable property in said town to meet such interest accruing on said bonds for each of the two first years, and such taxes were collected by and paid to the county treasurer of said county in the usual manner of collecting taxes, and as provided by said section 145. That such taxes so levied and collected, the one year's coupons first becoming due, were paid and cancelled by said county treasurer pursuant to section 147 of said chapter 11, and the second year's coupons, of which those in suit are part, have not been paid. True copies of the proposition, notice, petition (except signatures), and resolutions in the proceedings of the Town of Plainview to issue said bonds are attached to the defendant's answer.

Sixth. The only objections made to the plaintiffs' recovery are—

First. That the provisions of chapter 106, general laws of Minnesota of 1877, and particularly of section 7, under which the bonds and coupons issued, are unconstitutional and void.

Second. That the decision of the supreme court of Minnesota in
102 the case of Harrington vs. The Plainview Railroad Company et al., is conclusive and binding in respect to the first point upon the Federal courts, as an exposition and construction of the constitution of the State of Minnesota.

And the court now being sufficiently advised of and concerning its opinion herein, now, on motion of S. U. Pinney, attorney for the plaintiffs, it is considered and adjudged that the said plaintiffs, Samuel Marshall and Charles F. Ilsley, do have and recover against the said defendant, The Town of Plainview, the said sum of one thousand six hundred ninety-seven dollars and sixty-six cents, their damages aforesaid, together with the sum of forty-nine dollars and thirty-two cents for their costs and disbursements in this action, amounting in the whole to the sum of one thousand seven hundred forty-six dollars and ninety-eight cents, and that they have execution therefor, according to law.

Judgment record signed this 11th day of October, 1881.

H. E. MANN, *Clerk.*

D., 1,697.66; c., 49.32—$1,746.98.

(Endorsed:) Let the within finding and judgment be filed and entered. By the court.

R. R. NELSON, *Judge.*

Filed Oct. 11, 1881. H. E. Mann, clerk.

103 Circuit court of the United States of America, for the district of Minnesota.

SAMUEL MARSHALL ET AL. *vs.* TOWN OF PLAINVIEW. } No. . . term, 188 .

Judgment, , 188 . Damages, $. , attorneys.

Clerks fees:

Writ	1 20
Filing papers 23, 1 oaths	2 40

2 subpœnas	50
Entries and record, 48 folios	7 20
Dockets, indexes, and services	3 00
Execution	1 20
Transcript	50
Affidavits	90
Ptg. docket	50
	17 40
Marshal's fees:	
On writ, 13.42	13 42
Witness fees:	
Name, Fowler, 1 days, 70 miles	8 50
Attorney's fees:	
Docket fee	10 00
Costs taxed at	$49 32

H. E. MANN, *Clerk.*

ST. PAUL, October 21, 1881.

104 (Indorsed:) U. S. circuit court, District of Minnesota, Samuel Marshall, et al. vs. Town of Plainview. Bill of costs. Filed Oct. 21, 1881. H. E. Mann, clerk.

105 Supreme Court of the United States.

THE TOWN OF PLAINVIEW, PLAINTIFF IN error,
vs.
SAMUEL MARSHALL AND CHARLES F. ILSLEY, defendants in error.

Know all men by these presents that we, George W. Harrington, the chairman of the board of supervisors of the Town of Plainview, in the county of Wabasha, and State of Minnesota, as principal, and R. Burchard and J. H. Robinson, of said county of Wabasha, as sureties, are held and firmly bound unto Samuel Marshall and Charles F. Ilsley in the sum of three thousand dollars, to the payment of which well and truly to be made to the said Marshall and Ilsley, their heirs, executors, administrators, and assigns, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals this 16th day of November, A. D. 1881.

The condition of this obligation is such that whereas the abovenamed Town of Plainview has sued out a writ of error returnable to the Supreme Court of the United States to remove thereto a judgment rendered, entered, and docketed in favor of the said Samuel Marshall and Charles
106 F. Ilsley and against said Town of Plainview in the circuit court of the United States within and for the district of Minnesota, on the eleventh day of October, 1881:

Now, therefore, if said Town of Plainview shall prosecute said writ of error to effect, and if it fails to make its plea good shall answer all damages

and costs, then this obligation shall be void; otherwise in full force and effect.

GEO. W. HARRINGTON. [SEAL.]
R. BURCHARD. [SEAL.]
J. S. ROBINSON. [SEAL.]

Signed & sealed in presence of—
J. F. POPE.
C. A. SEVERANCE.

STATE OF MINNESOTA,
County of Wabasha, ss;

On this 16th day of November, A. D. 1881, before me, a notary public within and for said county and State, personally appeared George W. Harrington, chairman of the board of supervisors of the Town of Plainview, and R. Burchard and J. H. Robinson, to me well known to be the same persons who executed the foregoing bond, and they each acknowledged that they executed the same voluntarily for the uses and purposes therein expressed.

[NOTARIAL SEAL.] J. F. POPE.
Notary Public.

107 STATE OF MINNESOTA,
County of Wabasha, ss:

R. Burchard and J. H. Robinson, being duly sworn, each for himself, doth say that he is one of the sureties above named; that he is a resident and freeholder of the State of Minnesota, and worth the amount of three thousand dollars, specified in the foregoing bond, above his debts and liabilities, and exclusive of his property exempt from execution.

R. BURCHARD.
J. H. ROBINSON.

Subscribed and sworn to before me this 16th day of November, A. D. 1881.

[NOTARIAL SEAL.] J. F. POPE,
Notary Public.

(Endorsed:)
Supercedeas allowed, bond approved, and writ of error allowed.
Nov. 19, 1881.

R. R. NELSON, *Judge.*

Filed Nov. 19, 1881. H. E. Mann, clerk.

108 *Assignment of errors.*

UNITED STATES OF AMERICA:

United States Supreme Court.

THE TOWN OF PLAINVIEW, PLAINTIFF IN ERROR,
vs.
SAMUEL MARSHALL AND CHARLES F. ILSLEY, defendants in error.

The above-named The Town of Plainview, having sued out a writ of error from the Supreme Court of the United States to remove thereto a judgment rendered in the above-entitled action in favor of the plaintiffs,

Marshall and Ilsley, and against the defendant, The Town of Plainview, on the eleventh day of October, 1881, assigns the following errors in said judgment, for which the same should be reversed:

1st. The court erred in holding that the act or portion of act under which the bonds and coupons in controversy were issued, to wit, section 7 of an act of the legislature of Minnesota, entitled "An act to authorize municipal corporations to aid in the construction of railroads," approved March 5, 1877, is a valid and constitutional law, and that the same does not conflict with the constitution of the State of Minnesota.

2d. That the decision of the supreme court of the State of Min-
109 nesota, in the case of Harrington vs. The Plainview Railroad Company is not conclusive and binding upon the United States courts as an exposition and construction of the constitution of the State of Minnesota.

That any acts or omission to act of said town or any collection of taxes or payment of interest coupons set forth in the record can operate to estop or prevent said town from setting up and relying upon any legal objection to the validity of said bonds or any defense thereto.

Dated Nov. 18, 1881.

GORDON E. COLE AND
ROBERT TAYLOR,
Att'ys for Defendant, The Town of Plainview.

(Endorsed:) Filed Nov. 19, 1881. H. E. Mann, clerk.

110 UNITED STATES OF AMERICA, *ss:*

To Samuel Marshall and Charles F. Illsby, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be held at Washington, in the District of Columbia, on the second Monday in October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, in and for the district of Minnesota, in the eighth circuit, wherein the Town of Plainview is plaintiff, and you are defendant in error, to show cause if any there be, why the judgment in said writ of error mentioned should not be corrected, and speedy justice done to the parties in that behalf.

Witness the honorable Morrison H. Waite, Chief Justice of the said Supreme Court of the United States, this 19th day of Nov., in the year of our Lord 1881.

R. R. NELSON,
District Judge, District of Minnesota, and one of the Judges of said Circuit Court.

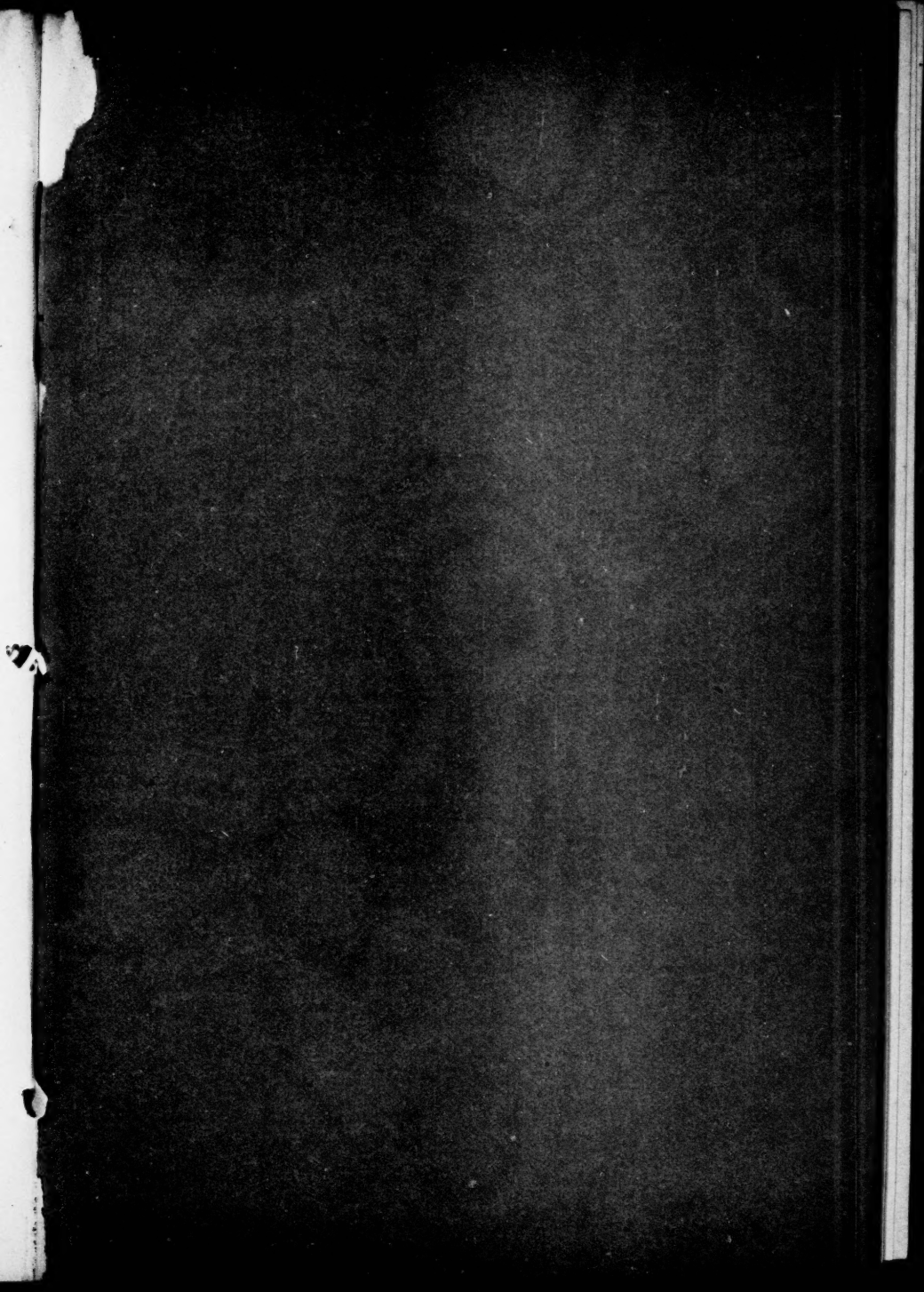
111 (Indorsed:) Original. 111, law. Samuel Marshall et al. v. The Town of Plainview. Citation.

Due service of the within citation is admitted this 26th day of November, A. D. 1881.

S. U. PINNEY,
Attorney of Defendants in Error.

Filed Nov. 29, 1881. H. E. Mann, clerk.

(Indorsement on cover:) No. 804. The Town of Plainview, plaintiff in error, vs. Samuel Marshall and Charles F. Ilsley. Minnesota C. C. U. S. Filed 3rd February 1882.



16-583

SUPREME COURT OF THE UNITED STATES.

No. 804, October Term, 1882.

THE TOWN OF PLAINVIEW, PLAINTIFF IN ERROR,

vs.

SAMUEL MARSHALL AND CHARLES F. ILSLEY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MINNESOTA.

BRIEF AND ARGUMENT FOR DEFENDANTS IN ERROR.

S. U. PINNEY,
Counsel for Defendants in Error.

Supreme Court of the United States.

No. 804, Oct. Term 1882.

THE TOWN OF PLAINVIEW, *Plaintiff in Error.*

vs.

SAMUEL MARSHALL & CHARLES F. ILSLEY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MINNESOTA.

The action in the court below was for the recovery of interest on certain bonds, issued by the town of Plainview in aid of the Plainview Railroad Company, under the provisions of chapter 106 of the laws of Minnesota for 1877 and according to the method pointed out in section 7 of that act, the complaint being in part upon the covenant in certain of the bonds to pay interest and in part on coupons taken from other bonds of the same series — Record 3-17-33-96.

"The only matters relied on in defense are: First, That the provisions of said chapter 106 and particularly of section seven of said chapter 106 of the general laws of the year 1877 of the State of Minnesota, under which the bonds and coupons in question were issued, were, and are, unconstitutional and void.

Second. That the decision of the supreme court of the state of Minnesota in the case of *Harrington v. The Plainview Railroad Company, et al.*, (6 N. W. Rep. 777–781; 26 Minn., 224), is conclusive and binding in respect to said first point, upon the United States courts, as an exposition and construction of the constitution of Minnesota." Record 107. Opinion of circuit court. Record 111. Finding of same court. Record 115.

The mutual agreement between the town and railroad company arrived at according to sec. 7 chapt. 106, Gen. Laws Minn., of 1877, was fully complied with Nov. 1, 1878, by the railroad company, and the bonds were issued in pursuance of a resolution of the board of town supervisors of said town, passed March 18, 1878, and were purchased by the defendants in error July 9, 1879, "*for value and without notice of any of the matters relied on as defenses, except such as appear on the face of such bonds.*" Record 113, 109, 107. They show on their face that they were issued in accordance with sec. 7, chapt. 106, Gen.

Laws Minn., for 1877, record 109, 110, 34. And under a mutual agreement arrived at between the town and railroad company "by which said town was to aid in the construction of the railroad of said company by an issue of its bonds in the sum of $50,000, in consideration of which said company undertook and agreed to construct its railroad from the Winona & St. Peter railroad to a point within the village of Plainview during the year 1878," and it was complied with Nov. 1, 1878. Record 101–104, 113.

At or about the time said agreement was so complied with, one George Harrington, a tax payer of the said town, brought an action in the District Court of Minnesota for Wabasha county against the supervisors and town clerk of said town of Plainview, and the Plainview Railroad Company, to restrain the town officers from issuing, and the railroad company from receiving, said bonds as stipulated, alleging that the act under which they were issued (sec. 7, chap. 106, Gen. Laws of Minn., 1877) was unconstitutional and void, and a temporary injunction was issued to restrain the execution and delivery of the bonds. A trial of the action upon stipulated facts was had January 27, 1879, and among other things it was admitted that, "relying on and induced and influenced by the proceedings set out, and particularly by the resolution of the said town board of supervisors, the Plainview Railroad Company constructed, and had, before the commencement of that action, its line of railroad constructed, and has had the same graded, and the ties and iron laid thereon, with the cars running thereon from a point of junction with the Winona & St. Peter Railroad, in the county of Olmstead, east of the west line of Eyota, in said county, to a point within the corporate limits of the village of Plainview, as the same existed December 31, 1877, and had in all respects complied with the terms and conditions specified in the proposition by it to be performed." The District Court held the act valid, and found for the defendants. A motion for a new trial made by the plaintiff was denied, March 11, 1879, and from such denial he appealed on the next day to the Supreme Court of Minnesota. Three days afterwards judgment was rendered for the defendants, dissolving the injunction and dismissing the action, and the injunction not having been continued or restored, the bonds were issued on the 16th day of March, 1879 On the 6th day of October, 1879, after the plaintiffs had so purchased said bonds and coupons, the Supreme Court of Minnesota, having heard this appeal, decided that section seven of said chapter 106, under which said bonds and coupons were issued, was unconstitutional and void.

About two months after the plaintiffs purchased said bonds and coupons the plaintiff in said action appealed from the final judgment therein, but such appeal has not been heard or determined. The plaintiffs in this action were not in any manner parties to said action of Harrington vs. The Plainview Railroad Company *et al.*

Before the plaintiffs purchased said bonds and coupons the case of the State, ex rel., vs. Highland, 25 Minn., 355, under section seven of said chapter 106, had been determined by the Supreme Court of Minnesota, and in that case it was insisted by the respondent's counsel that the alternative writ of mandamus should be quashed, "Because the

act of 1877, chapter 106, so far as it attempts to empower a majority of the tax payers of a town by means of a petition to enter into and bind the town by agreement, is unconstitutional and void."

All the bonds in question, and from which all coupons in question were detached, were registered pursuant to section 143 of chapter 11 of the general statutes of Minnesota, (Young's Revision of 1878). The state auditor, pursuant to section 145 of said chapter 11, did each year after the issue of the bonds in question certify to the county auditor of the county of Wabasha, in which the defendant town is situated, the amount of tax required to meet the annual interest accruing upon said bonds; thereupon a tax was levied and extended by said county auditor upon the taxable property in said town to meet such interest accruing on said bonds for each of the two first years, and such taxes were collected by and paid to the county treasurer of said county in the usual manner of collecting taxes, and as provided by said section 145. That such taxes being so levied and collected, the one year's coupons first becoming due were paid and cancelled by said county treasurer pursuant to seection 147 of said chapter 11, and the second year's coupons, of which those in suit are part, have not been paid. True copies of the proposition, notice, petition (except signatures), and resolutions in the proceedings in the town of Plainview to issue said bonds, are attached to the defendant's answer. Record 114, 115, 110, 107, 99-104.

Section 1 of chapter 106, general laws of Minnesota of 1877, authorizes any town to aid in the construction of any railroad in that state, in the manner provided in the act, not to exceed ten per cent. of the value of the taxable property therein. Section 3 provides that no such bonds shall be issued "until a mutual agreement in relation thereto shall have been arrived at in the mode hereinafter specified; and when such mutual agreement shall have been arrived at, in either one of such modes, the *proper officers* of such municipality *shall be authorized and required* to issue and deliver such bonds in conformity with the mode so agreed upon." Section 4 provides that a railroad company desiring aid in the construction of its road shall make a proposition in writing, which shall contain a statement of the amount of bonds of the town desired, and when they are to be delivered, which is to be filed with the clerk. Sections 5 and 6 provide for arriving at such mutual agreement by a vote of the electors of the town and that "no defects or irregularities in any of the proceedings preliminary to such election, shall invalidate such agreement." Section 7 declares that one mode of arriving at the mutual agreement required shall be: "First, Within three months after the filing of any such proposition with the town clerk, * * * the said railroad company shall cause a notice to be given as prescribed in the fifth section of this act, in three public places in each election precinct, in the district in which aid is desired, stating that after a day named in said notice, which shall be at least five days after its date, a petition to the *proper authorities* of such town * * will be presented to the resident taxpayers of such town * * for their signatures, asking such authorities to agree to such proposition, and such petition shall be appended to a substantial copy of such proposition."

Second. If within four months after the filing of such proposition "the said railroad company shall deliver to such clerk a substantial copy or copies of such proposition so filed, with a petition to the proper authorities of such town, * * *asking such authorities to agree* to such proposition appended thereto, bearing the signatures of a majority of the persons residing in such town * * who were assessed for taxes upon real or personal estate in such town, * * as shown by the last assessment roll, * * which signatures shall be verified by the affidavit of some person witnessing such signatures; *then such mutual agreement* for the issue of the bonds by such municipality, and of stock by such railroad company, *shall be deemed and considered to have been arrived at and perfected*, and thereupon such bonds and stock shall be issued and delivered in conformity with the true intent and meaning of such proposition."

Section 8 provides that the town shall have the same benefit, rights and privileges as other stockholders, and the proper authorities of the town holding such stock shall appoint a person to vote thereon, and may sell and dispose of the same as they may see fit. The proviso to section 5 declares that "the board of supervisors of any such town * * may, in case it shall deem it for the interest of such town * * to do so, waive the issuance by such railroad company of any such stock to such town."

Section 9. "Every county, town, city or village which shall issue any bonds in pursuance of the provisions of this act, shall be severally liable in law, faithfully, promptly and at maturity to pay and discharge the principal and interest upon every such bond issued by it, and the faith of every such such county, town, city or village shall, by the issue of such bond or bonds be and stand irrevocably pledged to the prompt discharge of every such liability; and every such county, town, city or village shall annually collect a tax on all taxable property therein, as indicated by the assessment roll or rolls for the payment of all moneys to become due upon such bonds, whether for principal or interest, in addition to all other taxes, and the money so raised shall be kept as a separate fund, and strictly applied to that purpose, and it may, in the discretion of the proper authorities, raise a greater sum in any one year than is needed to pay what shall become due in that year, and apply the same to the purchase and discharge of such bonds, at the lowest practicable rate or price." Section 11 declares that the term "proper officers" in the act "shall be construed and held to intend and mean in the case * * of a town the chairman of a town board and the town clerk, and the term 'proper authorities' the town board of supervisors." All bonds issued under the act are to be officially signed by the proper officers."

Each of the bonds in question contains the following recitals:

"This bond is issued in pursuance of a mutual agreement between the said town and the said railroad company, which agreement was made in accordance with the laws of the state of Minnesota, and through and by a proposition made by said railroad company, and duly accepted by said town, upon petition therefor signed by a majority of

the resident tax payers of said town, said agreement having been fully performed by the said railroad company on its part.

"This bond is issued in pursuance of the authority given for that purpose by the laws of the state of Minnesota, and in compliance with a resolution of the board of supervisors of said town." Record 115, 110, 34.

These recitals are conclusive evidence in favor of the defendants in error, who it is conceded and found were *bona fide* holders, that all conditions precedent to the issuing of the bonds have been complied with.

Town of Coloma v. Eaves, 92 U. S., 484.
Marcy v. Township of Oswego, Id. 639.
Town of Walnut v. Wade, 103 U. S., 683.

And it is conceded by the answer that the proceedings required by the act, were actually had as prescribed by it, and copies of such proceedings are annexed to the answers. Record 99, 101-104.

These bonds were registered pursuant to the provisions of ch. 17 laws of Minnesota of 1871, found as section 143, chapter 11, of the general statutes of Minnesota, (Young's Revision of 1878).

The state of Minnesota, several years before chapter 106 laws of 1877 was passed, in a clear and decisive manner adopted the policy of aiding railroad enterprises by the issue of bonds by counties, cities and towns, which had so extensively prevailed in other states. A hasty examination discloses the following special laws authorizing it in the case of divers municipalities, and many others of like purport no doubt exist:

Special laws 1868, ch. 24. *Id.* 1869, ch. 44. *Id.* 1870, ch. 49. See *State v. Town of Clark*, 22 Minn., 425. Special laws 1869, ch. 34, 35, referred to and construed in *Hodgman v. Railway Co.*, 20 Minn., 55. *Warsop v. Hastings*, 22 Minn., 438. Special laws 1869, ch. 46, construed in *State v. Lime*, 23 Minn., 522. Ch. 69, 56, 86, 88, 89, special laws of 1877.

In 1871, to give confidence in such securities, and to secure prompt payment of accruing interest thereon, a general provision was made for their registration, and for the levy of taxes on registered bonds by the state auditor. (Young's Statutes, section 143, ch. 11.)

See. 143. "That whenever any county, city, village, or township shall have incurred or created a debt, or shall hereafter incur or create a debt, under the provisions of any law of this state, to aid in the construction of any railway or railways, the county, city, village or township clerk, or other proper officer, upon the issuing of the bonds in payment of said debt, shall make a registration in a book to be kept for that purpose, showing the date, amount, number, maturity and rate of interest of each of said bonds, and to what railroad the same were given, and shall immediately transmit a true and correct copy of such registration so made to the office of the state auditor to be by him entered in a book to be kept for that purpose; and each of said officers shall receive a fee of fifty cents from the holder of such bond for registering the same."

Sec. 144. "All bonds heretofore issued and still unpaid shall be

registered by the holder thereof at the office of the state auditor, in a book to be kept for that purpose. Such registration shall show the date, amount, number, maturity and rate of interest of each of said bonds, and to what railway or railways the same was given, under what act, and by what county, city, village or township the same were issued, and the state auditor, shall, under his seal of office, certify upon such bond the fact of such registration; for which registration and certificate he shall be entitled to a fee of one dollar from the holder of each bond."

Sec. 145. "When the bonds of any county, city, village or township shall be so registered, the state auditor shall annually ascertain the amount of interest for the current year due and accrued and to accrue upon such bonds, and shall make a certificate showing the amount, and transmit the same to the county auditor, at the same time with other taxes to be levied for that year, and the county auditor, from the basis of the valuation of property in such county, city, village, or township, shall estimate and determine the rate per centum on the valuation of property within said county, city, village or township voting the bonds, requisite to meet and satisfy the amount of interest due and to become due for that year, together with the ordinary cost to the state of collection and disbursement of the same, and the amount so certified by the state auditor, and the cost of collecting the same, shall thereupon be deemed added to a part of the per centum or amount which is or may be levied, as provided by law, for purposes of state revenue, and shall be so treated by any and all officers or authority, in determining levies and making estimates, duplicates, and books for collection of taxes; and the said tax be collected with the state revenue, and all laws relating to the collection of state revenue shall apply thereto except as herein otherwise provided."

Sec. 147. "The taxes so collected shall be paid over by the county treasurer to the person or persons presenting coupons therefor, if authorized to receive the same; and each coupon so redeemed shall be cancelled by said county treasurer, and transmitted to the city, village or township or other organization from which the same was issued."

The highest court of the state had held before the bonds in suit were issued, that "the adoption of a resolution to issue bonds, to be issued on the performance of certain conditions under such legislation, created a statutory obligation, binding the town to issue the bonds in accordance with its terms and conditions, upon performance thereof by the railroad company," *State v. Town of Lime*, 22 Minn., 522, 526, affirmed in *State v. Lake City*, 25 Minn., 404. And in 1872 a constitutional amendment was adopted limiting the legislative power to authorize the issue of such bonds to an amount of "ten per cent. of the value of the taxable property within the township, city or other municipal corporation," to be ascertained etc. Const. of Minn., Art. 9, Sec. 14 b. Young's Statutes of Minn. 28.

In *Davidson v. Ramsay Co.*, 18 Minn., 482, which was a case of taxation for a donation to the Lake Superior and Minnesota R. R. Co., it was held, that taxation for such a purpose, is taxation for a *public* purpose, and so a lawful exercise of that power, following the

views of the supreme court of the United States on that subject, expressed in *Rogers v. Burlington*, 3 Wall., 654. And it was held that the constitution of Minnesota recognizes a general power of taxation committed to the legislature, "applicable not only to the state at large, but to each of its subordinate political subdivisions, and among other things of passing laws providing for taxation;" and that "the effect of section 5, Art. 11, of the state constitution," (relied on and cited in the subsequent case of Harrington v. Plainview R. R. Co., *et al.*, 26 Minn., 224) "*is simply* to *authorize the legislature* to *delegate to county and township organizations, the power of taxing themselves*;" and that taxation for a donation "is taxation in form and fact, and in its essential nature, and is not prohibited by the constitution, either expressly or by implication." See 18 Minn., 485, 495.

This opinion, it will be seen, proceeds upon the ground that the power of taxation is a legislative one, and that special powers of local taxation under the Constitution of Minnesota, may be conferred on any county or town, when and as the legislature may see fit; there being always a residuum of reserved power on that subject in the hands of the legislature, to be exercised by it as upon considerations of state policy and public good it may seem proper. It places taxation for a donation to a railroad company to build its road upon the same basis as taxation for common highway or bridge purposes, following the decisions of this court on that subject. *Olcott v. Supervisors*, 15 Wall., 691, 698; *Railroad Co. v. Otoe*, 16 Wall., 672; *Pine Grove v. Talcott*, 19 Wall., 673.

Judge Dillon, in his recent edition of his work on municipal corporations, page 80, note, says of *Davidson v. Ramsey, supra.*, "It affirms the validity of *compulsory* aid to railroads, and that it is wholly for the legislature to determine whether the aid shall be by subscribing to the stock and issuing bonds in payment, or by a donation of money to secure their construction, the court in either case regarding the *use* to be a *public use* for which taxation may be authorized."

This is made plain from a statement of that case:

By chapter 49 of special laws of Minn. 1864, it was provided that in pursuance of a resolution of the city council of St Paul ratified by a vote of the city, and upon the performance of certain conditions in said resolution provided to be done and performed on the part of the Lake Superior and Miss. Ry. Co., it should be the duty of the common council of the city to make and deliver to the railroad company the bonds of the city, etc. The railroad company failed to comply with this act, or to perform the precedent conditions prescribed, either by the law or resolutions of the city council so as to be entitled to the bonds. Subsequently without legislative authority therefor the city council of St. Paul resolved to deliver to the railroad company $200,000 of the bonds of the city to insure the speedy resumption of the work. The resolution of the city council last aforesaid provided that the work should be commenced within a given time, and the bonds be delivered as the work progressed, and that none of the bonds should be issued "until proper authority is obtained from the legislature of this State in that behalf."

In pursuance of the resolution the legislature by law enacted:

"That it shall be the duty of the city clerk of said city to cause the bonds to the amount and of the denomination in said resolution provided to be prepared, and it shall be the duty of the proper officers of said city to cause the same with the coupons annexed to be ready for delivery and to deliver the same," etc.—Special Laws Minn. 1868, Chap. 20, page 38.

It will be observed that the vote of the electors of the city and the resolution of the city council in 1864, and the resolution of the city council in 1868, were wholly unauthorized by law, and hence null. There was no legal or equitable obligation on the part of the city to the company, when the act of 1868 was passed. Under the law of 1868, in pursuance of which the bonds were issued, there was no vote or approval required of the electors or tax payers of the city. Hence if there was any legal right to these bonds, it was solely and only by virtue of the act of 1868, which imperatively commanded the city officers to issue them

The Court held this law valid and commanded the bonds to be paid.

In *Guilder v. Otsego*, 20 Minn., 74, Sec. 5, Art. 11 of the Constitution came again under consideration, and it was held that: "While it authorizes the legislature to confer such power of local taxation as it may see fit, and authorize the counties and towns to exercise the power which may be conferred, *it does not inhibit or exclude the legislature from directing a county or town to make a needed improvement*, (like the bridge in this case) *and to pay for the same by taxation*, pages 78 and 79. *Guilder v. Otsego* was again before the court under the name of *Guilder v. Dayton*, 22 Minn., 369, where it is held that the function of providing for public improvements, and how they shall be paid for, *is a legislative one.*

"This it performs through legislative methods."

"To this end it determines, or may determine how, by whom and at what expense the highway shall be constructed;" that "Towns and Counties are political subdivisions of the State, the purpose of whose creation is solely governmental. They are agencies through which the functions of government are, to a greater or less extent, exercised within their territorial limits—agencies created by and subject to the State, and, therefore, under the absolute control of the legislature, within constitutional limits. In the exercise of this legislative control we can conceive of no reason why it is not entirely competent for the Legislature, as an exercise of purely legislative power, to determine and enact (as in the case of the special act under consideration) that a particular bridge, a part of a public highway, shall be constructed in a prescribed manner, and within a fixed expense, by towns and counties within whose territorial limits it will lie when completed, and to determine in what proportion those several towns shall contribute to defray the cost of its construction." See pages 370, 371.

In *State ex rel, etc., v. Highland*, 25 Minn., 355, a case arose under *the identical act and section of the act in question here.* It was a proceeding by mandamus to compel the town of Highland to issue its bonds in performance of a mutual agreement between it and the Minnesota Midland Railway Co., arrived at by proposition, notice *and petition of a majority of its resident taxpayers*, as prescribed in sec. 7, ch. 106,

General Laws of Minnesota for 1877, the railway company having fully performed on its part. One of the grounds urged for quashing the writ was, that "the act of 1877, ch. 106, in so far as it attempts to impower a majority of the taxpayers of a town, by means of a petition, to enter into and bind the town by agreement, is unconstitutional and void." Record 114, 111. The court in that case, after making an abstract of the principal provisions of the act, say: "We think the following propositions *clearly deducible:*

First. The *statute authorizes* a town to aid the construction of railroads. It does not authorize aid to roads *already* constructed. The idea of the law-maker unquestionably was to authorize aid to be given to roads which were believed to require aid to secure their construction, and not to roads which had been constructed without such aid.

Second. The aid is to be rendered by the making of a mutual agreement between the town and the railroad company, *by which the town is legally bound to issue its bonds to or for the use of the company upon performance by the latter of its part of the agreement, and by the issue of the bonds accordingly.*

Third. *Until the mutual agreement is arrived at and perfected as provided in section 7,* no legal liability or obligation whatever is imposed upon or incurred by the town in the premises. In other words, *unless an agreement is arrived at and perfected, as there provided,* all steps which may have been taken with the intent of arriving at and perfecting one, or looking in that direction, are absolute nullities."

This was the law as declared by the court entrusted by the constitution of the State with the interpretation and exposition of its constitution and laws, on the 10th day of January, 1879. There was no public intimation of any change of judicial opinion, until three months after the plaintiffs purchased their bonds. In the meantime, following the line of these adjudications, and in entire harmony with them, the District Court for Wabasha County had declared in favor of the validity of the Plainview bonds, and of the constitutionality of the act under which they were issued, and had dissolved the injunction and dismissed the complaint in *Harrington v. The Plainview Railroad Company et. al.*, to restrain the issuance of the Plainview bonds; and when the plaintiffs purchased, although in utter ignorance of that suit, yet by the judgment of a competent court of general jurisdiction then in force, unreversed and not appealed from, the right of the Railroad Company to the bonds, and the duty of the town officers to issue them, had been explicitly and solemnly adjudicated.

It will be seen from the Minnesota cases referred to, that, before these bonds were issued the highest court of that state had held that "the effect of sec. 5, Art. 11, of the State Constitution *is simply to authorize the legislature* to delegate to county and township organizations the power to tax themselves. *Davidson v. Ramsay Co.*, 18 Minn., *supra;* and again in *Guilder v. Otsego*, 20 Minn., 74, that this section "authorizes the legislature to confer such power of local taxation as it may see fit" on such organizations. After these bonds had been issued it was discovered by the court in *Harrington v. Plainview R. R. Co. supra*, that this section operated by way of restriction upon legislative

authority. And before these bonds were issued it was proclaimed in *State v. Highland*, 25 Minn., 355, that it was a proposition *clearly deducible* that a mutual agreement arrived at according to the now supposed obnoxious section 7, chap. 106, Gen. Laws 1877, would impose a legal liability or obligation on the town; that by such an agreement" the town is *legally bound to issue its bonds* to or for the use of the company, upon performance by the latter of its part of the agreement and that while the fact in that case that the road had been built before the aid was extended, yet this aid the company "would have been entitled to receive, if the agreement had been seasonably arrived at and perfected, and would have been aid for the construction of the length of road proposed to be constructed."

The defendants in error are presumed to have known when they purchased these bonds of the public policy of the state on the subject as manifested in its legislation and in the decisions of its courts, and that the validity of the act under which they were issued had been sustained when directly challenged in *State v. Highland, supra*, by the highest court of the state, and their rights therefore "should not be affected by a decision rendered after they accrued, which decision is in conflict with the law, as declared not only by this court in numerous cases, but by the highest court of the state, at and before the time they purchased the bonds." *Thompson v. Perrine*, 103 U. S. 808, 818, 819.

I have been thus particular in stating the history of legislation and the course of judicial decision in Minnesota prior to the time these bonds were issued, and the rights of my clients, as purchasers *bona fide*, had attached, because after such statement little or no argument is needed to show, that the judgment of the court below is correct, and that to have decided otherwise would have been an act of flagrant injustice in utter disregard of the law as settled by this court, which needs only to be cited to show that a defense so inequitable and immoral ought not to receive the slightest countenance or support.

ARGUMENT AND AUTHORITIES.

The following propositions are well supported by repeated adjudications of this court and of state courts of the highest respectability, and show that the judgment of the court below is correct and should be affirmed.

FIRST.

First, The decision of the supreme court of Minnesota in *Harrington v. Plainview Railroad Co.*, 26 Minn., 224, that the law under which these bonds were issued is unconstitutional, is not conclusive or binding on the United States courts and ought not to be followed by this court as to bonds issued before it was made.

The statute under which these bonds were issued had been acted upon and construed in the most formal and solemn manner and its meaning settled, in *State v. Highland*, 25 Minn., 355, notwithstanding it was distinctly objected that section seven of the statute under which the proceedings had been taken in that case, as well as in this, was unconstitutional and void.

The first question presented in that case was whether section seven was valid—whether there was any *law* to construe—but in the face of this objection the Court proceeds to declare specifically the meaning, extent and effect of the act. This action of the Court is a distinct affirmance of the validity of the act, though there was no discussion of the objection thus raised

The principles upon which the law and this decision rest had been fully recognized and expounded by the Supreme Court of the State in the following cases, a summary of which is contained in the statement of the case.

Davidson v. Ramsay Co., 18 Minn. 482.
Guilder v. Otsego, 20 Minn. 74.
Guilder v Dayton, 22 Minn. 369.
State v. Town of Lime, Id. 522, 526.
State v. Lake City, 25 Minn., 404.

The case is brought directly within the rule recently laid down with renewed vigor and adopted at an early day by this court, and acted upon in numerous cases, that " if a contract when made was valid under the constitution and laws of a state as they had been previously expounded by its judicial tribunals, and as they were understood at the time, no subsequent act of the legislature or of the judiciary will be regarded, in the federal courts, as establishing its invalidity." And " the true rule is to give a change of judicial construction, in respect of a statute, the same operation on contracts and existing contract rights that would be given to a legislative amendment; that is to say, make it prospective, but not retroactive. After a statute has been settled by judicial construction, the construction becomes, so far as contract rights acquired under it are concerned, as much a part of the statute as the text itself, and a change of decision is to all intents and purposes the same in its effect on contracts as an amendment of the law by means of a legislative enactment; that the rights of the parties are to be determined according to the law as it was judicially construed to be when the bonds in question were put on the market as commercial paper."

Taylor v. City of Ypsilanti, No. 153, Oct. Term, 1881.
Douglass v. County of Pike, 99 U. S., 687.
Olcott v. Supervisors, 16 Wall., 690.
Ohio Life Insurance Co. v. Debolt, 16 How., 432.
City v. Lamson, 9 Wall., 477, 485.
Butz v. Muscatine, 8 Wall., 575.
Supervisors v. United States, 18 Wall., 71.
Fairfield v. Gallatin County, 100 U. S., 47.

When a court of last resort of a state has construed a statute or clause of the constitution of the state, all persons claiming rights in the courts of the United States depending upon such statute or clause of the constitution, arising *subsequent* to such construction, are barred by it and such courts, will *thereafter* follow such decisions; but such decisions will not be allowed a retroactive effect so as to render invalid contracts before entered into, and which in the judgment of the

v

courts of the United States were lawfully made. The rule was clearly stated by Chief Justice TANEY, in *Rowan v. Runnels*, 5 How., 139. He says:

"Undoubtedly the court will always feel itself bound to respect the decisions of the state courts, and *from the time they are made* will regard them as conclusive in all cases upon the construction of their own constitution and law. But we *ought not* give them a retroactive effect and allow them to render invalid contracts entered into, * * which in the judgment of this court were lawfully made." *101 U.S., 686.*

If the construction which previously obtained was in favor of the validity of the contract, as in this case, it becomes the law governing the rights of the parties to it.

See also *Campbell v. Kenosha*, 5 Wall., 194.
Havemeyer v. Supervisors, 3 Wall., 294.

If there had been no decision of the state court as to the validity and construction of the statute under which these bonds were issued, prior to their issue, "this court, as was the court below, is under a duty imposed by the constitution of the United States, from the performance of which it is not at liberty to shrink, to determine what were the legal rights of the parties *at the time the bonds were issued.*"

Tipton County v. Rogers Locomotive and Machine Works, decided by this court nearly two years ago. ~~and not yet reported~~. 24 Albany Law Journal, 94. *103 U.S., 526.*

All judicial deliverances in Minnesota had been in favor and in full recognition of the validity of these bonds, until some months after they had passed into the hands of the plaintiffs for value, upon the faith of the doctrines and decisions of the highest court of that state. By a decision of a competent court of the state, not appealed from or reversed, when we purchased, the bonds were declared valid. No subsequent decision of the state court against their validity is entitled to any consideration in the courts of the United States. Indeed, it is settled that it is their positive duty to disregard any such decision.

The case of *Havemeyer v. Supervisors of Iowa Co.*, 3 Wall., 294, 302, 303, is decisive of this question. The question was, whether an act like the one under which the bonds were issued in that case, was a private act, so that it could be in force before it was published. If it was a public act, it could not have been in force until published, and it had not been published when the bonds were issued. In *Hewitt v. Grand Chute*, 7 Wis., 282, decided before the bonds were issued, it was *assumed* by the Supreme Court of Wisconsin, that such an act was private in its nature, though the question was not made in the case, counsel impliedly conceding it, and the court so treated it without entering into any discussion of the question. After the bonds had been issued the Wisconsin court, upon full discussion, decided in several cases that such acts were public acts and not in force until published as required by the state constitution; and in that case it was held "that if the contract was valid by the constitution and laws of the state, as then expounded by the highest authorities, whose duty it was to administer them, no

subsequent action of the legislature or judiciary can impair its obligation." The court said, "this rule was established on the most careful consideration, and we think it rests upon a solid foundation, and we feel no disposition to depart from it." *Gelpcke v. Dubuque.* 1 Wall., 204, 207, is to the same effect. It is there held that "The sound and true rule is, that if the contract, when made, was valid by the laws of the state as then expounded by all departments of the government, and administered in its courts of justice, its validity and obligations cannot be impaired by any subsequent action of the legislature, or decision of its courts altering the construction of the law." *The same rule applies when there is a change of judicial decison as to the constitutional power of the legislature to enact the law.* To this rule, thus enlarged, we adhere. It rests upon the plainest principles of justice. *To hold otherwise would be as unjust as to hold that, rights acquired under a statnte may be lost by its repeal.*"

Kenosha v. Lamson, 9 Wall., 485, was a case where subsequent to the issuing of the bonds in question, the supreme court ot Wisconsin, in *Foster v. Kenosha,* 12 Wis., 615, had held the act under which they were issued unconstitutional, because it did not, under Sec. 3, Art. 11 of Const. of Wis., limit or restrict the amount of money to be raised or debt contracted.

Mr. Justice NELSON, speaking for the court, says: "It is urged that the supreme court of Wisconsin has held that the act of the legislature conferring authority upon the city to lend its credit and issue the bonds in question was in violation of the provisions of the constitution referred to. But at *the time this loan was made and these bonds issued,* the decisions of the court of the state *favored the validity of the law.* The last decision *cannot therefore be followed.*"

this case ~~these cases~~ *State ex rel etc. v. Highland,* 25 Minn., 355, already noticed, places clearly within the rule of *Kenosha v. Lamson, supra,* and other cases to the same effect.

Purchasers of these bonds are presumed to have had notice of this decision and to have purchased on the faith of the propositions thus set forth in *State v. Highland,* 26 Minn., 355; *(Thompson v. Perrine,* 103 U. S. 806,) which the court says are "clearly deducible," one of which was in substance that, a mutual agreement arrived at as provided in sec. 7, in question, imposed a legal liability or obligation on the town. This declaration in favor of the statute is much clearer than that of the Supreme Court of Wisconsin, in *Hewitt v. Grand Chute,* 7 Wis., 382, held conclusive in *Havemeyer v. Supervisors,* 3 Wall., 294, and certainly as Mr. Justice NELSON said in *Lampson v. Kenosha,* 9 Wall.. 44, "favored the validity of the law."

Judge DILLON in the recent edition of his work on Municipal Corporations, vol. 1, p. 503, says: "It seems quite clearly to be the doctrine of the United States Supreme Court upon this subject, that it is not *concluded* by the decisions of the state courts *in any case* where they are *made after* the bonds were issued and have been sold in the markets; and such is undoubtedly its doctrine in *all cases* relating to this class of securities, where the questions involved do not turn upon the construction of *peculiar provisions* of the state constitution and laws." But the cases of *Taylor v. Ypsilanti* and *New Buffalo v. Cam-*

bria Iron Co., Nos., 153 and 189 October term 1881, are really decisive in favor of the validity of these bonds.

SECOND. The decision in *Harrington v. Plainview R. R. Co. et. al.*. is not binding on the Federal courts. for the reason that the questions considered in it *were not questions of interpretation or construction.* There was no dispute as to the meaning of any provision of the constitution of Minnesota referred to. The question belonged to the domain of general jurisprudence. *Olcott v. Supervisors*, 16 Wall., 689, 690. *Township of Pine Grove v. Talcott*, 19 Wall., 677. There was no *peculiar provision* of the constitution of the state under consideration. The question was whether the method of arriving at a mutual agreement prescribed in section 7 of the act was within the scope of legislative power. No *constitutional restrictions* were pointed out as violated by the act. That in the state of Minnesota "Laws may be passed providing for the organization for municipal and other town purposes," of townships as provided in sec. 3, art. 4 of the constitution of the State; that "provision is to be made by law for the election of such township officers as may be necessary," as provided in sec. 4; that "any township organization shall have such powers of local taxation as may be prescribed by law," as provided in sec. 5; and that the qualification of electors at town meeting are as prescribed in sec. 1, art. 7, were matters in no wise in doubt or dispute. It is not pretended that tax payers, as such, are electors, nor that any of the functions which it was intended such organizations should have for municipal or township purposes should be exercised, except through their duly elected officers or electors. No pretense is made that any other or different delegation of them could be made.

The question is what the legislature may do or require to be done by virtue of its reserved and undelegated power over these organizations, which are mere governmental agencies, and subjects of its will, in reference to matters conceded by all, not to be within the ordinary and original powers of town and municipal organizations—such as aiding in the construction of railroads. It is a question of legislative power *in respect to a matter entirely unrestricted by the state constitution*, except by the amendment of 1872 limiting the amount to ten per cent. of the assessed valuation of the township, and so the case falls directly within the category of *Olcott v. Supervisors*; 16 Wall., 667, where the Supreme Court of the United States refused to follow *Whiting v. Supervisors*, 25 Wis., 188, in Wisconsin, and *Pine Grove v. Talcott*, 19 Wall., 672, where it refused to follow the previous decisions of the Supreme Court of Michigan in *People v. Salem*, 25 Mich., 452, and *Bay City v. Treasurer*, 23 Mich., 499. The course of reasoning and grounds of decision in those cases in the courts of Wisconsin and Michigan are essentially the same as in *Harrington v. Plainview Railroad Co. et al.* In all these cases the question was as to the extent of the undelegated power of taxation remaining with the legislature and as to the extent of legislative power when unrestrained to tax, and in all of them the state courts, without making the matter a question of construction of any *particular* provision of the state constitution, or being able to point out any with which the legislation in question was in conflict, attempt to make out by *implication and by inference*, from provisions, the mean-

ing of which was not in dispute, an *implied restriction* and a *repugnancy by implication*, between the constitution and the exercise of the power claimed.

THIRD. But if the contention of the plaintiff in error is sound, that it is not concluded by the law of the state as expounded in the decisions of its Supreme Court, and particularly *State ex rel v. Highland*, 23 Minn., 355, and that the question was really an open one when the case of *Harrington v. Plainview Railroad Co., et al.*, came before that court; then the decision made in the latter case, after the bonds were issued and sold to my clients is in no wise binding on the courts of the United States. It is still the duty of this court "to determine for itself what were the legal rights of the parties at the time the bonds were issued."

Tipton County v. Rogers' Locomotive and Machine Works 24 Albany Law Journal, 94.

This court has considered that "questions arising upon negotiable municipal bonds issued under State authority do relate to commercial securities and do not present questions of mere local law; and when such securities, have been issued *before* any decision of the State tribunal denying the validity of the act authorizing the issue, the Supreme court has declared that in protecting the constitutional rights of creditors, it will decide for itself whether under the constitution and laws of the State, such securities are valid or void."

Foote v. Johnson Co., 5 Dillon, 281.

Westerman v. Cape Girardeau, 5 Dillon, 112.

The case of *Elmwood v. Marcy*, 92 U. S., 189, is relied on by counsel for the plaintiff in error as establishing a contrary doctrine. I think they misapprehend the real point in that case. It enunciates only the general and undisputed rule, that "where the construction of the constitution or statutes of a state has been fixed by an *unbroken series of decisions* of its highest court, the courts of the United States accept and apply it in cases before them." The decisions of the state court in which the construction originated, there relied on, as having been established by the Supreme Court of Illinois of the constitution of that state, were made *before* the bonds in question in that case were issued. The bonds were issued April 27, 1869. This is made plain by WAITE, Ch. J., in *Weightman v. Clarke*, 103 U. S., 259, where he says: "It is clear that Art. 9, sec. 5, of the constitution is a limitation on the power of the legislature to authorize taxation by public corporations or the political subdivisions of the state. The supreme court of the state has uniformly so decided," citing *Johnson v. Campbell*, 49 Ill., 316; *Harward v. St. Clair Drainage Co.*, 51 Ill., 130, both decided before the bonds were issued in the case of *Elmwood v. Marcy*, so much relied on. See also *People v. Sullivan*, 43 Ill., 413. In *Elmwood v. Marcy* there was a strong dissent, while the recent case of *Tipton County v. Rogers Locomotive and Machine Works* seems to have been by an unanimous court, and rules the point in controversy here, clearly and expressly, leaving nothing to implication.

SECOND.

The legislation authorizing the issue of these bonds is constitutional and valid under the Constitution of Minnesota.

First. The act in question is one of a general description, the effect of which is to confer an *authority* and devolve a *duty* on the town officers to execute it, upon a condition precedent, to-wit, the petition, or assent of a majority of the resident taxpayers to the proposition for aid. In such case, as Judge DILLON states in his work on Municipal Corporation, Vol, 1, Sec. 519; "The power of the municipality, county or other local subdivision of the State, to subscribe for the stock of railway companies, and issue bonds in payment is conferred upon certain officers, not absolutely, but on the *condition* of a previous approving popular vote, *or the assent of a majority*, or of some greater proportion *of the resident tax payers.* If this sanction is given, then *the officers*, by the usual legislation, are authorized to make the subscription and to issue bonds in payment therefor." The power is conferred upon and the taxation is by the proper authorities of the town, and so is conferred on the town itself.

The only difference between the legislation he thus describes and the act in question is, that the latter confers not only a *power* upon such *condition precedent*, but imposes a *duty*. The condition satisfied, the law is *mandatory*, and leaves the officers no choice but to obey and issue the bonds when the agreement is complied with on the part of the Railroad Company. It is an error to suppose that, the act vests political or official power in the tax payers, or that it is a delegation of the power of taxation to them. The ninth section of the act provides that "Every county, town, city or village which shall issue any bonds in pursuance of the provisions of this act, shall be severally liable in law faithfully, promptly and at maturity, to pay and discharge the principal and interest upon every such bond issued by it, and the faith of every such county, town, city or village, shall, by the issue of such bond or bonds, be and stand irrevocably pledged to the prompt discharge of every such liability; and every such *county, town, city or village shall annually levy and collect a tax on all taxable property therein * * * for the payment of all moneys due and to become due upon such bonds, whether for principal or interest, in addition to all other taxes*, and the money so raised shall be kept as a separate fund, and strictly applied to that purpose; and it may, in the discretion of the proper authorities, raise a greater sum in any one year than is needed to pay what shall become due in that year, and apply the same to the purchase and discharge of such bonds at the lowest practicable rate or price;" and by the tenth section, neglect of this duty by the proper officers renders them liable to parties aggrieved thereby.

The legislature might have devolved this power and duty upon the proper town officers, *without any such condition precedent*, and made the aid to the railroad *compulsory*.

Davidson v. Ramsey Co., 18 Minn., 1 Dillon Municipal Corp., 189; note.

Guilder v. Otsego, 20 Minn., 74.

Guilder v. Dayton, 22 Minn., 366.

And this is not denied by the Supreme Court of Minnesota, but is in substance affirmed in *Harrington v. Plainview R. R. Co., et al., supra.*

The diversity of opinion which has been indicated at different times by the Court of Appeals of New York. as to the power of the Legislature to *compel* a town to raise mony by taxation to aid in the construction of railroads, as manifested by the decision in *People v. Batchelder*, 53 N. Y., 131; *Horton v. Thompson*, 71 N. Y., 520, in opposition, those in *Bank of Rome v. Village of Rome*, 18 N. Y., 38; *People v. Mitchell*, 35 Id., 552; *Duanesburgh v. Jenkins*, 57 Id., 188; *Williams v. Duanesburgh*, 66 Id., 129, and cases in the Supreme Court of the United States, like *Thompsou v. Lee County*, 3 Wall., 330, has been settled by this Court; in *Thompson v. Perrine*, 103 U. S., 806, involving a part of the same issue of bonds in question, in *Horton v. Thompson*, 71 N. Y., 526, in favor of the rule laid down in the latter cases: "If the rights of those holding the bonds were in any degree affected by the subsequent decision in *People v. Batchelder*, the later decision in *Town of Duanesburgh v. Jenkins restored the law*, so far as the courts of New York were concerned, *as it undoubtedly was declared to be at the time* the validating act of 1872 was passed. The defendant in error acquired the bonds in suit in 1874, *before* the decision in *Horton v. Thompson, and when, according to the principles* announced in *Town of Duanesburgh v. Jenkins* and many prior cases in the Court of Appeals, the act of 1871 must have been sustained as a valid exercise of legislative power. He purchased them for value, without notice of any defence thereto or of the pendency of any suit involving their validity. If the recitals in the bonds gave notice that the acts of 1868 and 1869 forbade their exchange for stock, and required their proceeds to be invested in such stock, the purchaser is also presumed to have known, not only that such exchange had been legalized by the act of 1871, *but that the authority* of the legislature to pass that act *was sustained by the decisions* of the highest court of the state rendered prior to its passage. His rights, therefore, should not be affected by a decision *rendered after they accrued, which decision is in conflict with the law as declared, not only by this court in numerous cases, but by the highest court of the state at and before the time he purchased the bonds.*" 103 U. S., 818.

The legislature might as well have made the power and duty of the town to issue such bonds, dependent upon the action or option of any public officer or person or persons, irrespective of their political privileges or relations to the town; or indeed upon the occurrence of any particular but uncertain event. The right upon the part of the legislature to confer such authority and require of the town authorities the performance of such a duty, *withont* any condition precedent, necessarily includes the right to prescribe *any kind of a precedent condition* it may deem wise or proper; and, as was held in *Duanesburg v. Jenkins*, 57 N. Y., 188, 194. "The measure of consent on the part of the town and the tax payers or electors *was fixable at the will of the legislature.* If not, then the whole power must be denied, for the people of a locality, cannot confer power on the legislature." This doctrine has received the approval of the Supreme Court of the United States in *Town of Thompson v. Perrine supra*, and the rulings to the contrary in *People*

v. Batchelder, 53 N. Y., 131, and *Horton v. Thompson*, 71 N. Y., 320, have been disapproved and overthrown. See also *Williams v. Duanesburgh*, 66 N. Y., 129, 133, 140, 141, to the same effect as *Duanesburgh v. Jenkins*, 57 N. Y., 188, 194. See also *Bennington v. Peck*, 50 Vt., 194; *First National Bank v. Concord*, 50 Vt., 375, 278.

These considerations and authorities afford a complete answer to the view of the Supreme Court of Minnesota, that "What the section (sec. 7 chapter 106) assumes to do is to empower the majority of a certain class of residents, within the county, town, city, or village, to determine, whether assented to or not by the electors or the proper officers, what action the municipal corporation ought to, and shall take, in aiding a railroad company to construct its road whenever such company shall seek municipal aid; to govern, direct, and control the action of the municipal corporation in such cases; to determine that the local public interest requires that a corporate debt shall be incurred involving the necessity of taxation."

In the first place, the assent of the officers or electors of the county, town, city, or village, is not, under the Constitution, at all necessary.

In the second place, it is not the majority of a certain class of residents that determines what shall or shall not be done. It is the Legislature that prescribes what shall be done, if certain persons assent to a certain proposition, and it prescribes that to be done on such condition, which it might have just as well prescribed without it. This fully satisfies the requirement in the opinion of that Court that "under our Constitution the action of the Town must be determined by the Legislature itself, or by those to whom the Constitution indicates for such purpose, to-wit, the electors or the lawful officers elected by them and authorized so to act." This is a full concession, it will be seen, of the power of the Legislature to make aid *compulsory*, and compel the issuing of bonds without the intervention of either electors or taxpayers."

The legislative power is absolute and unlimited except as restrained by constitutional provisions. The power of taxaxtion is a legislative power, *Heine v. Commissioners*, 19 Wall., 655–661. The legislation in question is an exercise of the taxing power, and it delegates, upon condition precedent, power of taxation to towns, and makes its exercise mandatory. There is no limit of the right of taxation in the constitution of Minnesota, except the ten per cent. limit and that which is implied from the nature of the power, which is, that it can only be used in favor of a public object, an object for which governments are established. *Loan Association v. Topeka*, 20 Wall., 655–659.

The whole controversy in relation to the validity of such provisions is briefly and clearly stated by Mr. Justice MILLER in *Loan Association v. Topeka*, 20 Wall., 671, where he says: "In all these cases, however, the decision has turned on the question whether the taxation by which this aid was afforded to the building of railroads was for a *public* purpose. Those who came to the conclusion that it was, held the laws for that purpose valid. Those who could not reach that conclusion, held them void. In all the controversy this has been the turning point of the judgment of the courts. And it is safe to say that no court has held debts created in aid of railroad companies, by counties

or towns, valid, on any other ground, than that the purpose for which the taxes were levied was a *public use*, a purpose and object which it was the right and duty of the state governments to assist by money, raised from the people by taxation. The argument in opposition to this power has been that railroads built by corporations organized mainly for the purpose of gain — the roads which they built being under their control, and not that of the state, were private and not public roads, and a tax assessed on the people went to swell the profits of individuals and not to the good of the state, or the benefit of the public, except in a remote or collateral way. On the other hand it was said that roads, canals, navigable streams and all other highways, had in all times been matters of public concern. That channels of such travel and of the carrying business had always been established and improved, and regulated by the state, and that the railroad had not lost this character because constructed by individual enterprise, aggregated into a corporation.

"We are not prepared to say that the latter view of this is not the true one, especially as there are other characteristics of a public nature conferred on these corporations, such as the power to obtain right of way, their subjection to the laws which govern common carriers and the like, which seem to justify the proposition."

Whether the authority for such transactions is conferred by an act mandatory in its character, or by one directly authorizing the town authorities to complete it, or authorizing such authorities to do so upon the consent of its tax payers; the *use* for which the aid is raised is not in either case thereby affected, so as to render it either more or less *a public one*, as one or the other method may be adopted.

The town being a mere political agency of the state and a creation of legislative power, can have no will or authority not subordinate to the power creating it. And to admit the competency of the town by its own assent, or the assent of a majority of its tax payers or electors, *with* the authority of the legislature to do the acts in question, is fatal to the argument that the legislature cannot compel a town to do the same acts. All concede that the town could not perform them *without* legislative authority. The legislature cannot do indirectly, or by conferring authority on subordinate and local governments, that which it cannot do directly and by its own acts. It could delegate no power which it did not possess itself; and as the town has no *inherent* power over such subjects, the validity of such transactions must depend wholly upon the power of the legislature.

Williams v. Duanesburgh, per ALLEN, J., 66 N. Y., 140, 141.
Duanesburgh v. Jenkins, 57 N. Y., 177, 184, 188, 189.

Hence, how the consent of a town should be given, if necessary, is clearly in the discretion of the legislature. "The measure of consent on the part of the town and its taxpayers or electors, was fixable at the will of the legislature; if not, then the whole power must be denied, for the people of a town cannot confer power on the legislature." Per Johnson C., 57 N. Y., 194.

People v. Mitchell, 35 N. Y., 551.

"These political subdivisions are mere instrumentalities, with powers more or less enlarged according to the requirements of the public. Their powers are subject to be increased, restricted or repealed at the will of the legislature, according to the varying exigencies of the state. In directing, therefore, a particular tax by a municipal corporation and the appropriation of the proceeds, the legislature only exercises a power through its subordinate agent, which it could exercise directly."

Blanding v. Burr, 13 Cal., 351.

Towns are mere public political agencies for purposes of local administration. They are entirely under the control of the legislature, except that the system of town government cannot be abolished. *Levy Court v. Coroner*, 2 Wall., 501; *Hamilton v. Michals*, 7 Ohio St., 109; *People v. Draper*, 15 N. Y., 541; *Cheney v. Hooser*, 9 B. Mon., 330; *Goram v. Springeld*, 21 Me., 58; *Hooper v. Emery*, 14 id., 375; *Bank of Rome v. Rome*, 18 N. Y., 43.

The case *Guilford v. Supervisors*, 13 N. Y., 143, is a strong illustration of the existence and extent of this power, where it was held that the legislature had power to require the levy of a tax on the taxable property of a town, and that it be appropriated to the payment of a claim made against it by an individual, notwithstanding the claim had been rejected by the voters of the town, when submitted to them at a town meeting, under an act of the legislature authorizing such submission, and declaring that their decision should be final and conclusive; and the doctrine was there laid down that "independently of express constitutional restrictions, the legislature can make appropriations of money whenever the public well-being requires, or will be promoted by it, and it is the judge of what is for the public good."

People v. Mayor, 4 N. Y., 419.
New Orleans v. Clark, 95 U. S., 644, 652.
Brewster v. Syracuse, 19 N. Y., 116.
Mills v. Charleton, 29 Wis., 400, 411.

"The principle upon which these and other similar decisions rests is, *that the taxing power when held within its legitimate sphere, and unrestrained by positive constitutional provisions, is a far-reaching and unlimited power, which knows no stopping place nor moderation of force until it has accomplished the purpose for which it exists.*" Per DIXON, Ch. J., *Mills v. Charleton, supra.*"

People v. Flagg, 46 N. Y., 401, 404.
Gordon v. Carnes, 47 N. Y., 608, 611.
In re Davis et al., 31 N. Y., 574, 579.

That the grant of this power and the imposition of the duty to issue the bonds, when all conditions precedent were complied with, and the delegation to the towns of a mandatory power of taxation to pay them, is lawful and constitutional legislation under sec. 5, art. 11 of the constitution of Minnesota, providing that "Any county and township organization shall have such powers of local taxation as may be prescribed by law," cannot, it seems, be well doubted.

The power is not impaired by being upon a condition precedent.

In *Blanding v. Burr*, 13 Cal., 357, 358, a proceeding in relation to a conditional authority to issue bonds, FIELD, Ch. J., says: "The condition upon the exercise of the authority was imposed by the legislature itself, and involved no delegation of legislative authority. Laws may be absolute, dependent upon no contingency, or they may be subject to such conditions as the legislature in its wisdom may impose. * * * So the legislature may confer a power without desiring to enforce its exercise, and leave the question whether it shall be assumed, to be determined by the electors of a particular district. *The legislature may determine absolutely what shall be done, or it may authorize the same thing to be done only on the consent of third parties.* It may command, or it may only permit, and in the latter case, as in the former, its acts have the efficacy of laws."

Second. There is no provision in the constitution which prevents the legislature, in the fullness of its legislative authority, from authorizing the taxpayers of a town to represent it and act for it in making a contract in relation to "'something new and unusual' not constituting any part of the ordinary general power of town government, like that of issuing bonds in aid of railroads, sustained in *Sheboygan v. Parker*, 3 Wall., 93." Per PAINE, J., in *Keenan v. Supervisors*, 25 Wis., 351. "Were the question a new one, I apprehend it would not be difficult to show that the purchasing of railroad stock by towns or counties does not pertain to the *system* of town and county government, and hence that special acts of the legislature conferring the power to do so, are not within the constitutional provision under consideration;" that of uniformity of system of town and county government. Per LYON, J., in *Single v. Supervisors*, 38 Wis., 372.

Such a transaction not being within the ordinary powers or purposes for which towns were organized, but being one deriving its authority from the power of the legislature over towns of its creation, and in virtue of its control over them, and of the power of taxation, it is entirely competent for the legislature to select the taxpayers of the town to be affected by it, and make them agents to effect a binding contract with the town, and one which it shall be binding upon the proper authorities of the town to fully execute and carry out. Upon this ground we confidently submit that the act in question is free from constitutional objection. Nor is it any objection to say that under such a construction, the legislature could devolve all the powers and duties of towns on others than their electors or town officers. It may be conceded that as to all matters within "the ordinary general powers of town government" the town officers or its electors are alone to act, but here this implication of exclusive delegation of power ceases. Outside of and beyond this, the power of the legislature over its own creations to accomplish peculiar public purposes remains; either to authorize electors or town officers or its taxpayers to act in so doing.

When we come to consider the nature of towns as organized in Minnesota, their relation to the state and the extent of legislative control over them, as laid down in adjudicated cases, the soundness of this position will be manifest. It is substantially conceded by all the

cases that the making of such subscriptions and issuing bonds in payment are transactions not within the scope of the purpose for which such organizations were created; and it is admitted by all, that, in the absence of some enabling act, towns have no authority to make such contracts, and that they must derive all authority in relation to them from the legislature, as the source of rightful authority in the premises, and which it holds as being the depository of all legislative power not prohibited by the constitution.

1 Dillon Munic. Corp., § 161, and cases cited in note 2.

These considerations, it is believed, fully answer the reasoning of the Supreme Court of Minnesota in *Harrington v. Plainview R. R. Co., et al.*, in so far as an inhibition is inferred or deduced from the fifth section of the 11th article of the Constitution of that state, which provides that "any county or township organization shall have such powers of local taxation as may be prescribed by law." This provision does not contemplate that *all* the power of taxation with respect to a town or county shall be delegated. It contemplates that delegated powers shall be such as the legislature shall prescribe. There is nothing in this provision denying, surrendering or extinguishing the general power of taxation of the legislature; and if it had been made the duty of the legislature to limit the power of taxation by towns or counties it would have been a matter of legislative discretion whether any or what limit should be imposed.

Bank of Rome v. Village of Rome, 18 N. Y., 38, 41, 42, 43.

So, under the Minnesota constitution it was made a question of discretion with the legislature what power of taxation should be given, and what withheld, subject to be exercised by the legislature, by virtue of its supreme legislative control, and of the fact that taxation is a leglative power.

Acts providing for aid in the construction of railroads, by which the question whether counties, towns and cities shall extend aid in a given case, is to be determined by a vote of the tax payers, or of the taxable electors, or by a petition of a majority of either, instead of a vote of the qualified electors, have been in force in several states, certainly in Vermont, New York and Indiana, and the validity of such legislation has never been successfully questioned, until the recent case in Minnesota of *Harrington v. Plainview.* In both New York and Vermont the validity of such acts has been; sustained *Duanesburgh v. Jenkins*, 57 N. Y., 188, 190; *Town of Bennington v. Peck*, 50 Vt., 195; Id. 276.

Van Hostrup v. Madison, 1 Wall., 291, was an Indiana case where the bonds were issued "on the petition of two-thirds of the citizens *who are frecholders.*" *Woods v. Lawrence Co.*, 1 Black, 404, 405, was where the subscription was upon the recommendation of a grand jury of a County fixing the amount, and so was *Mercer Co. v. Hackett*, 1 Wall., 83; *Queensbury v. Culver*, 19 Wall., 83, 85, was a case where the bonds were issued upon a vote of the *taxable* electors of the town, and in *Scipio v. Wright*, 101 U. S., 695, they were issued upon a petition of a majority of tax payers.

In Wisconsin several acts of similiar character for issuing bonds on a vote or petition of *tax payers*, *taxable* electors or *freeholders* have been passed:

1, In 1853, in case of Manitowoc and Mississippi Railroad, P. and L. 1853, ch. 165, proviso to sec. 2.

2. In 1856, in case of Chicago, St. Paul & Fond du Lac Railroad, P. and L. 1856., ch. 132, sec 7.

3. In 1856, in case of Winnebago R. R. Co., P. and L. 1856, ch. 502, sec. 7.

4. In 1858, in case of Racine & Miss. R. R., P. and L. 1858, ch. 162, sec. 4.

5. In case of Oshkosh & Wausau R.R., P. and L.1858, ch. 138, sec. 6.

6. In case of same road, Gen. Laws 1861, ch. 65, sec. 2.

7. In case of Portage City & Baraboo Valley Railroad, Gen. Laws 1865, ch. 378, sec. 2; Gen Laws 1866, sec. 1.

8. In case Baraboo Air Line Railway, P. and L. 1871, ch. 287, sec. 1.

9. In case of Madison and Portage Railroad Co., P. and L. 1871, ch. 263, sec. 1.

10. In case of Sheboygan & Fond du Lac Railroad Co., Gen. Laws 1871, ch. 78, sec. 3.

11. In many instances under General Laws of 1872, ch. 182, and of 1873, ch. 289, sec. 3, of which acts the one in question is a revision.

In *Kimball v. Rosendale*, 42 Wis., 407, the validity of such legislation was assumed by the Supreme Court of Wisconsin; as well as by counsel who argued that cause.

Chapter 106, General Laws of Minnesota, 1877 was borrowed from the Wisconsin acts of 1872 and 1873, and changed so as to adapt it to methods of local administration existing in Minnesota.

The action of the legislature and of the courts of Minnesota had been such, that it had become a rule of property, when plaintiffs purchased their bonds, that under its constitution such legislation was valid.

It should now be regarded as at rest upon the grounds upon which a similar objection to aid a railroad was overruled in *Single v. Supervisors, &c.*, 38 Wis., 372; and see also *State ex rel. Keenan v. Supervisors, &c.*, 25 Wis., 339, 351. *Phillips v. Albany*, 28 Wis., 356; *Williams v. Duanesburgh*, 60 N. Y., 138, 143. Such legislation has this merit, that only those who are to contribute to the payment of such a debt are to be consulted, and are allowed to determine whether it shall be contracted. It prevents those, who having the right of suffrage are not called on to bear any part in the discharge of public burdens, from imposing them, by their votes, on those who are to contribute of their means, to discharge them.

Legislation, so entirely equitable, fair and conservative in its character, ought not to be overthrown, unless its repugnance to the constitution is clear and irresistable. It should not be defeated by implications of a doubtful or uncertain nature.

There is no necessary or irreconcilable repugnancy between the provisions of this act and any provision of the constitution, and it is a familiar principle that acts of the legislature are not to be declared void as transcending the legislative authority upon strained consider-

ations or doubtful implications. It is only in clear cases, free from reasonable doubt, that the courts are authorized to assume the prerogative of declaring legislation void as contrary to the fundamental law. The repugnancy must be manifest and irreconcilable.

The great Chief Justice in *Fletcher v. Peck*, 6 Cranch, 87, said, "The question whether a law be void for its repugnancy to the constitution is, at all times a question of much delicacy, which ought seldom if ever to be decided in the affirmative in a doubtful case." * * *

"But it is not on slight implication and vague conjecture that the legislature is to be pronounced to have transcended its powers and its acts to be considered as void. The opposition between the constitution and the law should be such, that the judge feels a clear and strong conviction of their incompatibility with each other."

Later the rule received added vigor and clearness in *Pine Grove v. Talcott*, 19 Wall., 672, where it is declared that "It is an axiom in American jurisprudence that a statute is not to be pronounced void upon this ground, unless the repugnancy to the constitution be clear and the conclusion that it exists inevitable. Every doubt is to be resolved in support of the enactment. The *particular* clause of the constitution must be specified and the act admit of *no reasonable construction* in harmony with its meaning." "Even if the case *had been doubtful*, inasmuch as the town (city) authorities have given this construction to the statute, and bonds have been issued and are in the hands of *bona fide* purchasers for value, we should have felt bound to acquiesce in it." Per NELSON, J., in *Van Hostrup v. Madison*, 1 Wall., 297; *Meyer v. Muscatine*, id., 301.

THIRD.

The town has received and enjoyed, and is now enjoying the contract consideration for which these bonds were issued, and taxes have twice been levied and collected to pay interest on them, and with such money so raised paid the first instalment of interest that matured. They are now estopped from disputing their liability on these bonds.

This was a case where power to issue the bonds was conferred by law, upon a precedent vote of the electors. This is not disputed. The contention is that this process was not pursued, but one was resorted to which was void.

There was not an utter and total absence of authority to issue bonds. The most that can be said is, that the the town issued them *without pursuing the special power.* Bonds issued under such circumstances may be ratified by receiving and enjoying the consideration for which they were issued, or by levying taxes and paying interest on them.

Supervisors v. Schenck, 5 Wall., 772.
Mills v. Gleason, 11 Wis., 490.
Bissell v. Railroad, 22 N. Y., 264.
Pendleton Co. v. Amy, 13 Wall., 298, 305.
Pine Grove v. Talcott, 19 Wall., 678.
Mayor v. Ray, id., 484.
State Board, etc., v. Street R'y, 47 Ind., 258.

FOURTH.

The pendency of the suit of *Harrington v. Plainview Railroad Company et al.* was not notice of the claims set up in that suit, to purchasers of these bonds, so as in any manner to affect them or their rights. The law in relation to *lis pendens* has no application to such a case.

Warren County v. Marcy, 97 U. S., 96.
Orleans v. Platt, 99 U. S., 676, 682, 683.
Thompson v. Perrine, 103 U. S., 806.

It is alleged in the answer that the act in question was repealed before the bonds were issued. This can make no difference. The railroad company had fully performed the mutual agreement on its part in November, 1878, long before the repeal, which was in the following March, and its rights which had then vested were secure against such repeal. As to all such rights the law continues in force notwithstanding a formal repeal. This is well settled, in this court. *Taylor v. Ypslianti*, Oct. Term 1881 ; and in Minnesota as well. *State v. Town of Lime*, 22 Minn., 522, 526; *State v. Lake City*, 25 Minn., 404.

FINALLY: No man whether lawyer or layman, after having examined the course of legislation, and of judicial decisions, ending with *State ex rel etc. v. Highland*, 25 Minn., 355, would have had the least doubt about the validity of these bonds,or have hesitated in the least about purchasing them. They were valid according to these decisions when my clients purchased them *bona fide*, for value, and before any judicial decision to the contrary, and while there was a judgment of a compe tent court in full force and effect affirming their validity.

Having received all the benefits and advantages for which they had stipulated and still enjoying them, the citizens of the town were suddenly seized with a profound reverence for the provisions of the State Constitution, vastly in excess of their regard for principles of common honesty, and the judgment of the State Supreme Court was invoked for their deliverance from these bonds. That court is able now to see what it could not perceive in *State ex rel etc. v. Highland*, and it holds the law under which the bonds were issued unconstitutional and the bonds void, upon strained inferences and doubtful implications, contrary to the rules of judicial action that have obtained in other states and courts. It was clear to the judicial mind in Minnesota when *State v. Highland* was before the court, that a mutual agreement arrived at according to section 7, chapter 106, general laws of Minnesota for 1877, would impose a legal liability or obligation upon the town. *After we had purchased these bonds* for value and parted with our money on the faith of such deliverance, that court was able to see just as clearly, that such an agreement was not binding and bonds issued under it were void. Before we purchased that court could see most plainly that sec. 5 art. 11 of the state constitution was " *simply to authorize* the legislature to delegate to county and township organizations the power to tax themselves," *Davidson v. Ramsay Co.*, 18 Minn., 485, 495. After we had purchased, it was able to see just as plainly that the same provision

was intended merely *to restrain* the legislature. It is entirely appropriate that such a decision as that in *Harrington v. Plainview R. R. Co., et al.*, should have been made by the supreme court of a state whose faith "Solemnly pledged has not been kept," and which compromises its financial integrity and sacred honor at fifty cents on the dollar. The decision does not indicate an earnest effort to keep public faith on questions of municipal or public indebtness. It furnishes a new way to pay honest debts, and through it repudiation is made easy and seems to wear a somewhat sedate and dignified air. We are told that the United States courts must abdicate their jurisdiction over contracts between citizens of different states in favor of such pernicious doctrines, and that the defendants must be content to lose their money, honestly invested, upon the faith of the law as it existed and was declared when they purchased. The defense relied on has nothing in it, to commend it to the favorable consideration of a tribunal sitting to administer justice. It is submitted that the judgment of the court below should be affirmed.

S. U. PINNEY,
Counsel for Defendants in Error.

16583

SUPREME COURT OF THE UNITED STATES.

No. 804, October Term, 1882.

THE TOWN OF PLAINVIEW, *Plaintiff in Error,*

vs.

SAMUEL MARSHALL AND CHARLES F. ILSLEY.

SUPPLEMENTAL ARGUMENT ON BEHALF OF THE DEFENDANTS IN ERROR, IN REPLY TO THE ORIGINAL ARGUMENT ON BEHALF OF THE PLAINTIFF IN ERROR.

S. U. PINNEY,
Counsel for Defendants in Error.

SUPREME COURT OF THE UNITED STATES.

No. 804, October Term, 1882.

THE TOWN OF PLAINVIEW, *Plaintiff in Error,*

vs.

SAMUEL MARSHALL AND CHARLES F. ILSLEY.

SUPPLEMENTAL ARGUMENT ON BEHALF OF THE DEFENDANTS IN ERROR, IN REPLY TO THE ORIGINAL ARGUMENT ON BEHALF OF THE PLAINTIFF IN ERROR.

By the stipulation for the submission of this and its companion case No. 803, as subsequently modified, the argument on behalf of the plaintiffs in error was to have been served on me by the first of October, and as none was so served, I proceeded to prepare and finished my own argument and sent it to St. Paul for service, before the argument for the plaintiffs in error reached me. I consented to receive it upon condition that I should have the right to reply to it, secured to me by the original stipulation.

I therefore submit a supplemental argument by way of reply, and limit it, almost entirely, to what seems to me to be an extraordinary use attempted to be made in this discussion, of the case of *Sanborn v. Commissioners of Rice County*, 9 Minn., 273. It is claimed, as I understand the argument, that this case is conclusive against the validity of these bonds, a claim made at the oral argument in the court below, but which after that discussion did not appear in the printed argument subsequently submitted by the learned counsel for the plaintiffs in error. I had supposed therefore that it was abandoned. There was no question presented or decided in that case, at all analogous to those involved in these suits or even in the case of *Harrington v. The Plainview Railroad Company et al.*, much relied on by the learned counsel.

The provisions of the state constitution of Minnesota referred to in the case in 9 Minn. 273, were neither involved nor discussed, nor even mentioned in the subsequent decision in the Harrington case, and all that was said about the subject of taxation, was in substance that "the power of the legislature, *unrestrained* by constitutional limitation, is absolute in the imposition and apportionment of taxes," and that section 1, article nine of the state constitution requires that *equality* shall be aimed at and preserved in every law imposing a tax, and that a tax cannot be imposed exclusively on any subdivision of the state to pay an indebtedness or claim which is not peculiarly the debt of such subdivision, or to raise money for any purpose not peculiarly

for the benefit of such subdivision, because it would violate the constitutional rule of *equality* of taxation." It has never been intended or decided by the Minnesota court that compulsory or voluntary taxation of a town in aid of a railroad constructed through it would violate this rule as to the equality of taxation. That court had held, in *Davidson v. Ramsay Co.*, 18 Minn., 482, and in *Guilder v. Otsego*, 20 Minn., 74, and *Guilder v. Dayton*, 22 Minn., 369, that such taxation was valid, even though compulsory, and that it was for a purpose peculiarly beneficial to such town. This has long been the settled law in this court.

Olcott v. Supervisors, 16 Wall., 667.
Pine Grove v. Talcott, 19 Wall., 673.

Whether issued as a donation or in exchange for stock makes no difference, and in either case the bonds are valid.

New Buffalo v. Cambria Iron Works, October term, 1881.

All that was said on the subject of taxation in the case in 9 Minn., *supra*, proceeded on the idea that the tax contemplated by the act in question, might be treated as a donation upon grounds which would make it a matter of general state policy or interest, and in which the school district had no peculiar interest or concern. The New York cases which uphold such legislation were distinguished and held not binding because of the provisions of Sec. 1, Art. 9, constitution of Minn., requiring *equality* of taxation, and were referred to and discussed *for no other purpose*. The Court held that the act in question in the case in 9 Minn. was an attempt on the part of the legislature *to confer judicial power* on the county commissioners and so was in violation of the State Constitution and that in pursuance of such act the plaintiff could not legally establish his claim or debt against the school district; that the establishment of the claim was a condition precedent to the imposition of the tax, and so the commissioners could not legally levy or collect the tax specified in the act. At pages 282 and 283 the Chief Justice states such to be the points decided, and this statement ought to prevent the most extraordinary use attempted to be made of that case, as in any way material to the discussion of these.

At page 35 of the argument of the learned counsel for these towns, where he assumes to state the case in 9 Minn., he entirely omits *the material part* of the decision where the court says, in the application of the general rules as to what will justify local taxation: "We have to inquire whether there has been established any valid claim or debt against the school district, in favor of the plaintiff, or whether *in pursuance of the provisions of the aforesaid act*, the plaintiff could legally establish any such claim or debt," and the court arrives at the conclusion that the act under consideration was "not a rule of conduct," but a transient sudden order, concerning a particular person; that it is not permanent, uniform and universal in its operations, and is special on the plaintiff only. "It is in form a law and effect a decree," and that it is an attempt to *exercise judicial power* which the legislature could not delegate to the board. See 9, Minn., 278–279–280.

This most material part of the decision, and which sets forth the true ground on which it was placed, is wholly ignored and omitted

from the liberal quotation of the learned counsellor from this case. In relation to the case of *Sanborn vs. the Commissioners of Rice Co.*, 9, Minn., 273., I submit:

1. That no question involved in that case or discussed in it, was either involved or discussed in the subsequent one of *Harrington vs. Plainview Railroad Co.*, or is in any way involved in these.

2. The only point involved, discussed and decided in the case in 9 Minn., was that the act in question there was an attempt to delegate to the commissioners judicial power, vested by the constitution in the courts. This is plain from the considerable portions of the opinion omitted by the learned counsellor from his quotation. See 9, Minn., 278, 279, 280, 282, and 283.

3. That all that is said in that case on the subject of taxation, relates only to the equality of taxation required by section 1, article 9, constitution of Minn., and this is said on the *assumption* that the act may have been intended to charge upon the school district, a debt either legally or equitably chargeable to a larger subdivision of the state, and not peculiarly the debt of the school district, or for its peculiar benefit. The discussion of *equality* of taxation, which in that case was *dictum* merely, is brought forward as doctrine, and the point really decided being omitted from the quotation, it is made in that way faintly plausible that the case may have some relevancy to these.

4. The cases cited, *Davidson vs. Ramsey Co.*, 18, Minn., 482; *Guilder vs. Ostego*, 20 Minn., 74, and *Guilder vs. Dayton*, 22 Minn., 369, show that taxation by a town in aid of a railway running through it, is not a violation of the constitutional rule of equality.

5. The case in 9 Minn. does not contain any well settled, fixed construction by the supreme court, of any provision of the constitution in any way hostile to the validity of these bonds.

Equally unfair is the statement of the case of *Davidson vs. Ramsey Co.*, in his argument, page 66, where the attempt seems to be to convey the impression that the legislation in question in that case was in *ratification* merely of what the city of St. Paul *had previously done without legislative authority*, while the fact is that the bonds in that case were *issued under the provisions of the special act of 1868, chapter 20*, which were compulsory on the city, 18, Minn., 483, 484. See remarks of DILLON, J., in his work on municipal corporations in relation to this case. Vol. / page 180, and note. See on this point my principal argument, pages 7 and 8.

The learned counsel insists that the decision of the supreme court of Minnesota in *State v. Highland*, 25 Minn., 355, is not entitled to be regarded an affirmance of the act under which these bonds were issued; that on this point it contains neither doctrine nor *dicta*.

The objection was plainly and distinctly made in that case that the act was unconstituiional upon the same grounds argued in *Harrington v. Plainview Railroad Co. et al.*, and that was logically and regularly the first question for the court to determine. In the decision made the validity of the act is affirmed as clearly as if the court had in so many words declared its validity. Against the objection so urged the court proceeds to construe it, in order to decide the case before them and to show that by its fair meaning, aid could not be extended to

roads already built, declaring that if seasonable application for aid had been made by the company, "The aid it would have been entitled to receive * * would have been aid for the construction of the length of road proposed to be constructed," and that a mutual agreement arrived at under the proposed obnoxious section 7 would impose a legal liability or obligation on the town; that by *such agreement* " the town *is legally bound* to issue its bonds to or for the use of the company, upon performance by the latter " of its part of the agreement.

The objection made was that, in such case the act *did not bind and proceedings under it were void*, but the court expressly overruled it, and so expressly affirm the validity of the act and the binding force of proceedings under it. After the bonds in question had been issued and sold for value in the market upon the faith of this decision, to allow a subsequent decision made after the investment to utterly destroy it, is to sustain a transaction that can only be fitly characterized as " a confidence game," and to sustain it and make it successful is what the learned counsel in his argument, in substance, asks at the hands of this court.

The almost unbounded credit which the bonds of our public corporations have at home and abroad, and the hitherto unexampled prosperity of our country is largely due to the firm, unyielding and unvarying course of decisions of this court in expounding the law applicable to such securities, and we have only to invoke in support of the rulings of the court below, principles of common honesty and the well settled law of the land as expounded in this high court.

S. U. PINNEY,
Counsel for Defendants in Error.

15583

OFFICE SUPREME COURT U. S.
FILED
OCT 31 1882
JAMES H. McKENNEY, Clerk.

SUPREME COURT OF THE UNITED STATES

No. 804, October Term, 1882.

THE TOWN OF PLAINVIEW, *Plaintiff in Error.*

versus

SAMUEL MARSHALL AND CHARLES F. ILSLEY.

Argument on Behalf of Defendant in Error.

THOMAS WILSON,
Of Counsel for Defendant in Error.

In Supreme Court.

UNITED STATES.

THE TOWN OF PLAINVIEW,

against

SAMUEL MARSHALL, *et al.*

The plaintiff in error in this case alleges the following errors in the judgment of the court below—viz:

"That the Court erred in holding (1) that the act or portion of act under which the bonds and coupons in controversy were issued is a valid and constitutional law and that the same does not conflict with the constitution of the State of Minnesota."

(2.) "That the decision of the Supreme Court of Minnesota in the case of Harrington *vs.* The Plainview Railroad Company is not conclusive and binding upon the United States Courts as an exposition and construction of the constitution of the State of Minnesota."

(3.) "That any acts or omission to act of said town, or any collection of taxes or payment of interest coupons set forth in the record can operate to estop or prevent said town from setting up and relying upon any legal objection to the validity of said bonds or any defense thereto."

FIRST.

As to the question of the constitutionality of the law we argue: The legislature has full power over municipal corporations; they are only agents of the legislative will; parts of the machinery through or by which the functions of government are to a greater or less extent exercised within their territorial limits —agencies created by and subject to the State, and therefore under absolute control of the legislature within constitutional limits.

Inhabitants of Agawan vs. County of Hampden, 130 Mass. 528

1 Dillon on Mun. Corporations, Sec. 55.
Guilder vs. Town of Dayton, 22 Minn. 370, 371.
Gen. Statutes of Minn. Chap. 10, Sec. 9.

It is certainly no longer an open question but that it is competent for the legislature in aid of railroads to *authorize* the issuance of such bonds and taxation for their payment.

Davidson vs. Ramsey Co. 18 Minn. 482
Sharpless vs. Mayor, 21 Pa. St. 169.
Co. Commissioners vs. Chandler 96 U. S. 208-9.
Rogers vs. Burlington 3 Wal. 654.
First Nat. Bank vs. Town of Concord 50 Vt. 276.
Olcott vs. Supervisors 16 Wal. 678.
Railroad Co. vs. County of Otoe 16 Wal. 667.
Stewart vs. Polk Co. 30 Iowa 27.

And when the power on part of the legislature *to authorize* is admitted, it logically and necessarily follows that it has the power *to direct or order*. For the town being the mere agent or deputy of the State, *pro hac vice*, and having no power whatever itself in the premises, except to perform the functions for which it is created, it is difficult to appreciate the reason or logic of the position that its assent or dissent could affect the validity of the act which it is delegated to do.

This very question came before the commission of appeals in New York in *Town of Duanesburgh vs. Jenkins 57 N. Y. 188, 190*, and the reasoning of the court is so forcible we quote the language.

"The question then arises whether there is any distinction in principle between a law authorizing a town to subscribe for shares in a railroad and to issue bonds in payment therefor and a law directing the same thing to be done. * * The real ground of objection to such legislation is its consequence to the individuals resident in the towns affected. Yet it can be readily shown that the whole principal involved is covered by the adjudications in the *Bank of Rome vs. The Village of Rome*, and the other cases cited in that connection. In the law in question in that case, (and such has usually been the provision of statutes giving town aid to railroads,) power was given to a majority to determine whether those who compose it, and the minority who dissent, shall alike be bound through the liability of their property to taxation, to contribute to such enterprises.

As the majority in any municipal community has no such inherent power to bind the minority and require them to bear taxation for a purpose they disapprove, it is evident that the power thus exercised is derived from the grant of the legislature. Thus granting power the legislature binds the minority without its consent; and, on the same principal, it may make the duty imperative on both majority and minority in any locality to subscribe for stock, to issue bonds, and to pay taxes levied for the purpose of constructing a railroad. For, if it may bind one citizen without his consent, it may bind all; the rights and immunities of all being no more beyond the legislative power than those of each individual. It therefore rests in the legislative discretion to impose any conditions it may think the public welfare requires to the exercise of such a power, nor when it has once acted has it parted with any portion of its authority. It may always and at any time do what it might have done in the beginning. It may take away any conditions and make the duty absolute at once, or impose other and new ones at its pleasure."

See to the same effect *Town of Bemmington vs. Park, 50 Vt. 199.* In the latter case the court uses this language:

"In this case counsel concede the existence of the general power in the legislature to authorize municipal aid to railroads, but contend that it can be exercised only by the consent of the towns affected, expressed in open town meetings, and only in favor of r ilroads within the State. In my judgment, the concession that the power *exists at all* in the Legislature yields the whole ground of debate, and answers both objections made in the case. All agree that towns, as such, have no inherent power whatever to aid in the construction of railways; that they have only such powers of taxation as are conferred upon them by the legislature.

Now the power in question must exist *wholly* with the legislature or wholly in the town; it is not partly lodged in the one and partly in the other; nor is it lodged wholly in the one to be exercised conditionally by the consent of the other."

In the early part of this discussion it was sought to be shown that the people have conferred upon the legislature *all* the sovereign, law-making power which they possessed. The power of taxation is essentially a law-making power, and cannot in reason and upon principle be classified elsewhere. It follows that authority given to towns to aid public works is a *special delegation* of municipal power by the legislature not heretofore enjoyed by them. How, then, can the consent of the town affect the question of legislative power? How can the town *having no inherent power at all* in the premises, confer power upon the legislature or add vitality to its grant?"

See also Railroad Co. vs. Otoe 16 Wallace 677.

The Supreme Court of Minnesota has gone in several cases to the same length.

Guilder vs. Town of Otsego, 20 Minn. 74.
Guilder vs. Town of Dayton, 22 Minn. 366.

Mr. Justice Berry in delivering the opinion of the court in the last case says

"towns and counties are political subdivisions of the State, the purpose of whose creation is solely governmental. They are agencies through which the functions of government are to a greater or less extent, exercised within territorial limits; agencies created by and subject to the State, and, therefore, under the absolute control of the legislature within constitutional limits. In the exercise of this legislative control we can conceive of no reason why it is not entirely competent for the legislature, as an exercise of purely legislative power, to determine and enact as in the case of the special act under consideration, that a particular bridge, a part of a public highway, shall be constructed in a prescribed manner, and within a fixed expense, by towns and counties within whose territorial limits it will lie when completed, and to determine in what proportion these several towns and counties shall contribute to defray the cost of its construction."

The last two cases relate to the power of the legislature to order the construction of ordinary highways, and that the town or municipality within which they are or which are to benefited by them should pay therefor, but it does not affect the principal involved, that the decision related to the construction of ordinary high-ways and not railroads for it is settled *that railroads are merely modern public highways.*

County Com. vs. Chandler, 96 U. S. 208–9
Sharpless vs. Mapor, 21 Pa. St. 169
Davidson vs. Ramsey Cr. 18 Minn. 482
Rogers vs. Burlington 3 Wal. 663
Olcott vs. Supervisors 16 Wal. 678
Stewart vs. Supervisors Polk Co. 30 Iowa 27.
First Nat. Bank vs. Concord 50 Vt. 276.

The case of Davidson vs. Ramsey Co., 18 Minn. 482, is directly in point, as to the power of the legislature to *order* the issuance of bonds to aid a railroad. The facts in that case are as follows:

By chapter 49 of Special Laws of 1864, it was provided that in pursuance of a resolution of the city council of St. Paul; ratified by a vote of the electors of the city, and upon the performance of certain conditions in said resolution provided to be done and performed on the part of the Lake Sup. & Miss. Ry. Co. *it should be the duty* of the common council of the city to make and deliver to the Railroad Company the bonds of the city, &c. The Railroad Company failed to comply with this act, or to perform the precedent conditions prescribed either by the law or resolution of the city council so as to be entitled to the bonds. Subsequently the city council of St. Paul resolved to deliver to the Railroad Company $200,000 of the bonds of the city to insure the speedy resumption of the work. The resolution of the city council last aforesaid *provided* that the work should be commenced within a given time, and the bonds be delivered as the work progressed, and that none of the bonds should be issued "*until proper authority is obtained therefore from the Legislature of this State in that behalf.*" In pursuance of the resolution the legislature by law enacted

"*That it shall be the duty of the city clerk of said city to cause the bonds to the amount and of the denomination in said resolution provided to be prepared, and it shall be the duty of the proper officers of said city to cause the same with the coupons annexed to be ready for delivery and to deliver the same.*" &c.—*Special Laws* 1868, *Chap.* 20 *page* 38.

It will be observed that the vote of the electors of the city and the resolution of the city council in 1864, and the resolution of the city council in 1868, were wholly unauthorized by law, and hence null. There was no legal or equitable obligation on part of the city to the company, when the act of 1868 was passed. Under the law of 1868 in pursuance of which the bonds were issued, there was no vote or approval required of the electors or taxpayers of the city. Hence if there was any legal right to these bonds, it was solely and only by virtue of the act of 1868, which imperatively commanded the city officers to issue them.

The Court held this law valid and commanded the bonds to be paid.

This goes to the full length (as do also in principle the two cases above referred to in the Supreme Court of Minnesota) of

holding that it is competent for the legislature to enact by law without the approval or ratification of the electors or taxpayers *that such aid shall be given to* railroad Companies.

See also

Thompson vs. Lee Co. 3 Wal 327
R. R. Co. vs. Otoe 16 Wal 677

It being competent for the legislature to either authorize or command the officers of the local subdivisions of the State to issue the bonds of such subdivision on principle it would seem clear that the performance of such duty may be made conditional on the approval of a majority of the tax payers.

And on authority the right and power of the legislature to enact such conditional laws is no longer questionable.

Bank of Rome vs. Village of Rome 18 *N. Y.* 38.
Lockes Appeal 72 Pa. St. 491
Parker vs. State 26 Vt. 357
Slinger vs. Henneman 38 *Wis. 504*
Clark vs. City of Rochester 28 *N. Y.* 605.
Strain vs. Genoa 23 N. Y. 439
Cooleys Constitutional Lim. (4 Ed.) 141, 152
Railroad Co. vs. Otoe 16 *Wal.* 677.

In Lockes appeal 72 Pa. St. R. 495 the Supreme Court of Pennsylvania states the grounds on which such laws are approved as follows:

"What did the legislature in this section, submit to the people, and what did they not submit? This is quite as clear as any other part of the act. Each elector is to vote a ticket *for license* or *against license.* He is allowed by the law to say, 'I am for the issuing of license,' or, 'I am against the issuing of licenses,' and thus to express his judgment or opinion. But this is all he was permitted by law to do. He declared no consequences, and prescribed no rule resulting from his opinion. Nor does the majority of the votes declare a consequence. The return of a majority is but of a mere numerical preponderance of votes, and express only the opinion of the greater number of electors upon the expediency or inexpediency of licenses in this ward. When this is certified by the return, the legislature, not the voters, declare 'it shall (or it shall not) be lawful for any license to issue for the sale of spirituous liquors.' Thus it is perfectly manifest this law was not made, pronounced or ratified by the people; and the majority vote is but an ascertainment of

public sentiment—the expression of a general opinion, which, as a fact, the legislature have made the contingency on which the law shall operate. When the law came from the halls of legislation it came a perfect law, mandatory in all its parts, prohibiting in this ward the sale of intoxicating liquors without license; commanding an election to be held every third year to ascertain the expediency of issuing licenses, and when the fact of expediency or inexpediency shall have been returned, commanding that license shall issue or shall not issue. Then what did the vote decide? Clearly, not that the act shall be a law or not be, for the law already existed. Indeed it was not delegated to the people to *decide* anything. They simply declared their views or wishes, and when they did so, it was the *fiat* of the law, not their vote, which commanded licenses to be issued or not to be issued."

It being highly proper that the will of the taxpayers who are to bear the burdens in such cases should be regarded, we find it to be the rule that the operation of such laws is made contingent on their approval.

See Lane vs. Schomp 20 *N. J. Eq.* 82
Rev. Stat. of Wis. 1878, *Sec.* 945 *to* 947.
Laws of Wis., 1872, *Chap.* 182.
First Nat. Bank vs. Town of Concord 50 Vt. 275–278
Town of Bennington vs. Park 50 Vt. 178
Scipio vs. Wright 101 U. S. 665
DeForth vs. Wis. R. Co. 52 Wis. 320
Pompton vs. Cooper 101 U. S. 196
Orleans vs. Platt 99 U. S. 676, 680–1
Town of Thompson vs. Perrine, 103 U. S. 806
Draper vs. Springport 104 U. S. 501

No court in Minnesota has decided against such a law. The only question presented to or passed upon by the Supreme Court of Minnesota in the case referred to by counsel for the plaintiff in error (*State ex rel vs. Young*) was whether it was competent for the legislature to make the operation of a general law of the State dependent on the decision of a tribunal unknown to and unauthorized by the constitution that such law was constitutional. The court decided that question in the negative. Nor has the other case referred to by counsel for plaintiff in error (*Sanborn vs. Conn's 9 Minn. 273.*) the least application to any question arising in this case. That case merely decides that no

legal subdivision of the State can be legally taxed to pay or discharge a debt or obligation legal or moral of the whole State or of any other subdivision of the State and (2) that it is not competent for the legislature to confer on the commissioners of any county judicial power or, to authorize them to legally and finally determine the amount of a claim against any person natural or artificial.

It would be a mere waste of time to attempt to *prove* to this court that neither of these decisions touches the question presented by this case. If the position of the counsel for the plaintiff in error as to the constitutionality of *such* conditional laws is tenable it may safely be affirmed that the majority of all municipal bonds issued in the State of Minnesota, or any other State, is invalid, for the rule in the State of Minnesota as elsewhere is to make the issuance of such bonds dependent on the assent of a majority of the tax payers or electors as the cases above cited show.

But the Supreme Court of Minnesota has over and over again compelled by mandamus the issue and payment of bonds authorized by and issued in pursuance of such conditional laws.

Warsop vs. Hastings 22 *Minn.* 437
State vs. Cent. R. Co. 23 *Minn.* 422.
Coe vs. Buell, 6 *Northwest Rep.* 621.
Hoyt vs. Braden 8 *Northwest Rep.* 591
Chap. 132 *Special Laws* 1875, *page* 375.

It therefore not only is the law as declared by this court but was when the bonds and coupons in question in this suit were issued the law in the State of Minnesota, as settled by its Supreme Court and still is the law of Minnesota unless it is changed by the decision in case of *Harrington vs. Plainview*, (27 Minn. R. 224) that it is competent for the legislature (1) to *authorize* the issue of such bonds by any local subdivision of the State, or (2) to *order* such issue without the consent of the taxpayers or electors of such subdivision; or, (3) to make the operation of such a statute contingent on the expressed approval of the electors or taxpayers of the local subdivision on which the debt is to be imposed.

The argument of the counsel for the plaintiff in error against the constitutionality of this law may be summarized as follows:

"The law requires as a condition precedent to the issuance of the bonds '*an agreement*' between the town and the railroad company. The tax payers of the town are not competent to make an agreement or bind the town, therefore no agreement has been made and the law is unconstitutional."

The easy answer to this is that the meaning of the statute is to be gathered from the whole of its provisions and not from any detached sentence, word or words. If the intention of the legislature is apparent, effect must be given to it, It may be admitted that a valid agreement which would be enforced in a court of Justice is not made by the affirmative vote of a majority of the electors, or the petition of a majority of the taxables of the town. The railroad company is not then bound to do anything, hence in a court of Justice neither party would be bound.

But the meaning of the statute is clear. Sec. 1 provides that any county, town, &c.

"is *authorized* and *empowered* in the manner provided to aid in the construction of any railroad." "And the mutual agreement hereinafter referred to, when the same shall be arrived at, shall be conclusive evidence that such railroad will promote the general prosperity and welfare of the taxpayers of such municipality."

By Sec. 7, subdivision second it is provided that when the railroad company presents to the proper authorities of the town a petition bearing the signatures of a majority of the taxables of the town asking such town authorities to agree to the proposition of the railroad company then

"such mutual agreement shall be deemed and considered to have been arrived at and perfected *and thereupon such bonds and stocks shall* be issued and delivered in conformity with the true intent and meaning of such proposition and with the provisions of this act."

The substance and effect of the statute is that when a railroad company proposes to build a railroad to or into any town on condition that bonds of the town to an amount specified (not

exceeding together with its then existing indebtedness five per centum of the value of the taxable property of the town) shall be issued to it and when a majority of the taxable inhabitants of the town approve such proposition the bonds shall be issued, &c. It is not the petition of the taxables or the vote of the electors but the statute which authorizes the issue of the bonds. But the legislature has, as it was competent for it to do, provided that one of the conditions precedent to the issuance of the bonds is the expressed assent or approval of the taxpayers or electors. As said by the Supreme Court of Pennsylvania in the case from which I have above quoted: 72 *Pa. State R.* 495.

"The return of a majority is but of a mere numerical preponderance of votes and expresses only the opinion of the greater number of electors (tax payers) upon the expediency of licenses (issue of bonds) in the ward (town). When this is certified by the return the legislature, not the voters (tax payers) declare it shall or shall not be lawful for any license (bonds) to issue. * * * Thus it is perfectly manifest this law was not made, pronounced, or ratified by the people and the majority vote is but an ascertainment of a public sentiment—the expression of a general opinion, which as a fact the legislature have made the contingency on which the law shall operate. When the law came from the halls of legislation it came a perfect law, mandatory in all its parts, prohibiting in the ward (town) the sale of intoxicating liquors without license (the issue of bonds); commanding an election to be held every third year (not more than two in one year) to ascertain the expediency of issuing licenses (bonds), and when the fact of expediency or inexpediency shall have been returned commanding that licenses (bonds) shall issue or shall not issue. Then what did the vote decide? clearly not that the act should be a law or not be, for the law already existed. Indeed, it was not delegated to the people (taxables) to decide anything. They simply declare their views or wishes and when they did so it was the *fiat* of the law and not their vote which commanded licenses (bonds) to be issued or not to be issued."

The Supreme Court of Pennsylvania in the decision from which I have quoted at such length adds the following remarks which are so apposite to this case I quote farther: (Page 496.)

"Now in what respect does a vote upon license or no license in a particular ward or township, differ from a vote, whether a new township shall be continued or annulled; or a vote to determine whether a seat of Justice shall be continued where it is or be removed to another place; or from a vote for or against a subscription by a city to the stock of a railroad company; or from a vote of the people of the district for or against a consol-

idation of it with a city? Yet in these instances (to which reference will be made hereafter) it has been decided that the determination of these questions by a vote of the people interested in them, and an enactment of law dependent upon the result of this vote are not a delegation of the law-making power to the people, but a submission only of the expediency of the proposed measure. This is simply common sense, for in none of the instances did the legislature commit to the people the making of the law, but merely the promise of determining a matter important to wise and judicious legislation—something upon which the legislature deemed it proper its own act should wait, and should operate accordingly. The wit of man cannot draw a well-grounded distinction between the result of a vote upon license in a township, and the result of a vote upon the existence of a township, and the removal of a court house, or a subscription to stock, or the consolidation of an outlying district with the city."

Well settled legal principles and the weight of authority—I think the unbroken chain of authority—condemn as untenable the refinements and verbal criticisms of the counsel for plaintiff in error. The Supreme Court of Illinois has held, with some show of reason that it is not competent for a legislature to compel a municipal corporation to incur a debt of this kind against its will. And the Supreme Court of Michigan, with great force and reason, has held that it is not competent for a legislature to *authorize* taxation in aid of railroads. But the Supreme Court of Minnesota has, and had long prior to the issue of these bonds, as the outhorities above cited show, held that it is competent for the legislature to either compel or authorize the creation of such debts or the issuance of such bonds and to make the issue conditional on an expression of approval by the electors. No distinction can be drawn in principle between the approval by electors and taxpayers for neither acts in such case as the representatives or officers of the town. I think it may safely be affirmed that no case or any settled legal principle can be pointed to which is consistent with Harrington's case and that Harrington's case is wholly inconsistent with the prior decisions of that court. By the law as it was settled in Minnesota prior to the issue of these bonds their legality is uncontrovertable. In cases arising under this very statute its validity was at least assented to by the Supreme Court and was positively decided by the District Court.

SECONDLY.

Not only is it true that the legislature commanded and had the power to command the issue of the bonds but it also *authorized* their issue. The language of section 1 of the statute to this effect is clear. "Any county, town, &c., is hereby *authorized and empowered* in the manner herein provided to aid in the construction of any railroad"—

And the record shows that *the supervisors of the town* voluntarily sanctioned and assented to and *directed* the issue of said bonds. (Record page 102, 103, fol. 73 to 76, Exhibit C.)

Even if the performance by the town or its agent of the acts directed to be done could not be enforced the statute nevertheless operated as an authority and permission to do the acts contemplated and having been done, they must be considered as having been done voluntarily under this permission and authority.

Williams vs. Duanesburgh 66 *N. Y.* 135–6.

THIRDLY.

It is not pretended by any one that the tax payers of the the town were made for the occasion officers of the town—nor are the electors of the town where they are authorized to vote on such a law *pro hac viec* officers of the town. I agree that Sec. 4, Art. 11 af the Constitution of Minnesota, would forbid this. That is not claimed in any of the cases to which I have referred in which such laws have been upheld.

The reason on which such legislation is sustained is quite different as I have attempted to show. But as before said if this law must be condemned as unconstitutional because the taxpayers are not officers of the town so must all laws which are submitted for approval to the electors and this would make invalid the majority of the municipal bonds of the several States. It has never been held in Minnesota that Sec. 5, Art. 11, of the Constitution confers on the town the exclusive power of taxation for local purposes. On the contrary, it has been held that the legislature has and may exercise such power, and may withhold it from the town.

Guilder vs. Town of Dayton 22 *Minn.* 366.
Davidson vs. Ramsey Co. 18 *Minn.* 482.

As to sections 3, 4 and 5 of Art. 11, of the Constitution of Minnesota it may be said that there is not a clause in any of these sections peculiar to the Constitution of Minnesota. The last two at least, or their equivalents are found in the constitution of every State. If every one of the sections referred to touching township organization or township officers were eliminated from the constitution the power of the legislature would be neither lessened nor increased as to the organization of townships or over townships or town officers. Nor would towns when organized have either more or less power than they now have. These provisions are found in the constitution of the several States or the rights and powers thereby declared are implied.

Houghton vs. Austin 47 *Cal.* 656.
Cooley Con. Lim. (3*d Ed.*) 189, 190.

And what is implied is as effectual in such cases as what is expressed.

Township of Pine Grove vs. Talcott 19 *Wal.* 676.

The maxim "*expressio eorum quae tacitae insunt nihil operatur*" applies.

FOURTHLY.

As to the second alleged error of the court below little need be said. For it is now clearly settled that the court will not adjudge municipal bonds issued under a State Statute to be invalid in the hands of *bona fide* holders, simply because the highest court of the State has so determined after the rights of such holders had intervened.

McCall vs. Town of Hancock 10 *Fed. Rep.* 8.
Rowan vs. Runnells 5 *How.* 139.
Douglas vs. County of Pike 101 *U. S.* 686–7.
Township of Pine Grove vs. Talcott 19 *Wal.* 666.
Olcott vs. Supervisors 16 *Wal.* 678.
Butz vs. City of Muscatine 8 *Wal.* 575.
L. & N. R. Co. vs. Gaines 3 *Fed. Rep.* 266, 274–5.

Foot vs. Johnson Co. 6 *Cent. L. Jour.* 345.
Westerman vs. Gerardieu 7 *Cent. L. Jour.* 353.
Thompson vs. Perrine 103 *U. S.* 806.

Butz vs. Muscatine is not in principle inconsistent with any of the decisions of this court on this question. And that it has been cited and followed is seen by reference to

Supervisors vs. U. S. 18 *Wal.* 71. 82.
Township of Pine Grove vs. Talcott 19. *Wal.* 678.
U. S. vs. Lansing 2 *Abb. U. S. R.* 53. 60.
U. S. vs. Lansing 1 *Dillon* 522. 528.
Welch vs. St. Genevieve 1 *Dillon* 130. 135.
Henning vs. U. S. 2. *Dillon* 26. 36.
Hatch vs. Burrows 1 *Wood* 439. 444.

FIFTHLY.

The decision of the Supreme Court of Minnesota in Harrington's case is not the interpretation or construction of any local Statute or any clause of our constitution. The sections or clauses of the constitution referred to are not peculiar to the constitution of Minnesota.

The decision is the declaration of certain general principles having as much reference to the power of a legislative body under the constitution of any other State as under the constitution of Minnesota. For this reason the Federal Courts are not against their own judgment required to follow this decision.

Olcott vs. Supervisors 16 *Wallace* 689. 690
Town of Venice vs. Murdock 92 *U. S.* 494. 501.

THOMAS WILSON,
Of Counsel for Defendant in Error.

16-583

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 908.

TONEY PACE, PLAINTIFF IN ERROR,

vs.

THE STATE OF ALABAMA.

IN ERROR TO THE SUPREME COURT OF THE STATE OF ALABAMA.

FILED SEPTEMBER 2, 1882.

SUPREME COURT OF THE UNITED STATES.

No. 908.

TONEY PACE, PLAINTIFF IN ERROR,

vs.

THE STATE OF ALABAMA.

IN ERROR TO THE SUPREME COURT OF THE STATE OF ALABAMA.

INDEX.

	Original.	Print.
Caption	1	1
Proceedings in the circuit court of Clarke County	1	1
Indictment	2	1
Motion to quash and plea	3	1
Demurrer to plea	4	2
Trial, verdict, and sentence	4	2
Indictment	6	3
Plea in abatement of Mary Ann Cox	7	4
Demurrer	8	4
Bill of exceptions	9	5
Clerk's certificate	10	5
Submission of cause in Supreme Court	11	6
Judgment	11	6
Opinion	12	7
Writ of error	15	8
Citation	17	8
Clerk's certificate	18	9

1 Supreme court of the State of Alabama, December term, A. D. 1881, Tuesday, December 6th, 1881.

Be it remembered that a regular term of the supreme court of the State of Alabama was begun and holden according to law at the capitol, in the city of Montgomery, on the sixth day of December, A. D. eighteen hundred and eighty-one.

Present and presiding as judges of said court, Hon. Robert C. Brickell, chief justice; Hon. George W. Stone, associate justice; Hon. Henderson M. Somerville, associate justice.

Be it remembered, that on the seventh Monday after the fourth Monday in September, A. D. 1881, the same being the second Monday in November and the 14th day of said month, the circuit court of Clarke County and State of Alabama, convened for its regular fall term, 1881, at the court-house of said county, in Grove Hill, Alabama.

Present, the honorable Harry T. Toulmin, judge of the first judicial circuit of Alabama.

2 The court was opened by David Carter, the sheriff of said county.

The following business was transacted, to wit:

The original venire facias composing the grand jury for the present term of the court being called, the following-named persons answered to their names, to wit: John W. Wilson, S. J. Parker, W. W. Rotch, J. D. Pogue, A. S. Bryant, G. W. McVay, jr., Joseph A. McVay, O. B. Cassity, T. B. Morriss, Geo. W. Drinkard, John F. Murphy, R. J. Anderson, John N. Rodgers, J. J. York, R. N. Champion, T. L. Bedsole, Joseph C. Savage.

The following-named persons were then excused by the court from serving as grand jurors at this term of the court, to wit: G. W. McVay, jr., and T. L. Bedsole.

It then appearing to the satisfaction of the court that there was then a sufficient number present to constitute the grand jury; that said persons had been drawn and summoned according to law, and that they are qualified to serve as grand jurors, thereupon T. B. Morriss, having been appointed foreman of the grand jury, took the oath as prescribed by law, as set forth in section 4755 of the Code of Alabama, and the other members of the grand jury took the oath as prescribed by law, as set forth in sections 4755 and 4756 of the Code of Alabama; thereupon the court charged the jury, and they were placed in charge of T. A. Creigton, who was sworn as bailiff; whereupon they retired to their room.

STATE OF ALABAMA,
Clarke County:

3 Circuit court, fall term, 1881.

The grand jury of said county charge that before the finding of this indictment, Tony Pace, a negro, or a descendant of a negro to the third generation, inclusive, a man, and Mary Ann Cox, a white woman, did live together in a state of adultery or fornication, against the peace and dignity of the State of Alabama. The grand jury of said county charge that before the finding of this indictment, Tony Pace, a man, and Mary Ann

Cox, a woman, did live together in a state of adultery or fornication, against the peace and dignity of the State of Alabama.

GEO. W. TAYLOR,
Solicitor for First Judicial Circuit.

No prosecutor.

Witness': John B. Davis, A. J. Drury, C. B. Chamberlain, B. F. Whatley.

No. 1. A true bill.

T. B. MORRISS,
Foreman of Grand Jury.

Filed in open court, Nov. 18th, 1881. W. W. Daffin, clerk.

THE STATE OF ALABAMA,
Clarke County:

And Mary Jane Cox, who was indicted by the name of Mary Ann Cox, in her own proper person, cometh into court here, and having heard the said indictment read, saith that she was baptized by name of Mary Jane at, &c., and by the Christian name of Mary Jane hath always since her baptism hitherto been known or called, without this, that the said Mary Jane Cox now is or any time hitherto been called or known by the
4 Christian name of Mary Ann, as by the indictment is supposed; and this she, the said Mary Jane Cox, is ready to verify. Wherefore she prayeth judgment of the said indictment, and that the same may be quashed.

MARY J. COX.

Sworn to & subscribed before me this the 27th April, 1882.
W. W. DAFFIN, *Clerk.*

Filed April 27th, 1882. W. W. Daffin, clerk.

Circuit court, spring term, 1882.

THE STATE }
vs.
TONY PACE, MARY ANN COX. }

Comes the solicitor and demurs to the plea in abatement filed in said cause, and assigns the following grounds of demurrer:

Because said plea admits that defendant's name is Mary, as charged in the indictment, and because the insertion of a middle name, to wit, Ann, is immaterial.

GEO. W. TAYLOR,
Solicitor 1st Circuit.

Filed in open court, April 27th, 1882. W. W. Daffin, clerk.

Plea in abatement, to which State demurred, & demurrer sustained.—Nol. pros. as to 2nd court.—Plea of not guilty.—Verdict guilty, as charged in the indictment, & prisoners remanded for sentence.

THE STATE
vs.
TONY PACE, MARY ANN COX. } Adultery or fornication.

This day came the State of Alabama, by its solicitor, Geo. W. Taylor, esq., who prosecutes for and in the name of the State, and enters a nolle prosequi as to the second court in this indictment; also came into open court the defendants, in their own proper persons and by counsel, and filed a plea in abatement, to which the State demurred, and said demurrer is sustained. Thereupon the said defendants plead not guilty to the indictment in this case. There came a jury of twelve good and lawful men, to wit, A. H. Rodgers and eleven others, who, being duly tried, empanneled, and sworn according to law well and truly to try this issue joined, upon their oaths do say:

"We the jury find the defendants guilty, as charged in the indictment.
"A. H. RODGERS, *Foreman.*"

It is therefore considered by the court that the defendants, Tony Pace and Mary Ann Cox, be remanded to jail to await the sentence of the court.

Sentence.—The prisoner, Tony Pace, is sentenced to the penitentiary of the State for two years.

This day came the State of Alabama, by its solicitor, Geo. W. Taylor, esq., who prosecutes for and in the name of the State, and the prisoner, Tony Pace, being brought into open court, the solicitor move, the court to pass the sentence of the court upon the said Tony Pace; and the said Tony Pace being asked by the court if he had anything to say why sentence of the court should not be passed upon him upon a conviction had on a former day of the present term of this court for the offense of adultery or fornication, said nothing material.

It is therefore ordered by the court that the said Tony Pace be taken hence to the jail of this county, thence to the penitentiary of the State of Alabama, and there to be confined for the term of two years.

Sentence.—The prisoner, Mary Ann Cox, is sentenced to the penitentiary of the State for two years.

This day came the State of Alabama, by its solicitor, Geo. W. Taylor, esq., who prosecutes for and in the name of the State, and the prisoner, Mary Ann Cox, being brought into open court, the solicitor moves the court to pass the sentence of the court upon the said Mary Ann Cox; and the said Mary Ann Cox being asked by the court if she had anything to say why the sentence of the court should not be passed upon her upon a conviction had on a former day of the present term of the court for the offense of adultery or fornication, said nothing material.

It is thereupon ordered by the court that the said Mary Ann Cox be

taken hence to the jail of this county, thence to the penitentiary of the State of Alabama, and there to be confined for the term of two years.

THE STATE OF ALABAMA,
Clarke County:

Circuit court, spring term, 1882.

Be it remembered that at the spring term, 1882, of the circuit court of said county, and on the 27th day of April, 1882, a regular day of said term, the following proceedings were had: Mary Ann Cox, being then and there on trial under the name of Mary Ann Cox, jointly charging her with the commission of a felony with one Tony Pace on an indictment of which the following is a copy:

STATE OF ALABAMA,
Clarke County:

Circuit court, fall term, 1881.

7 The grand jury of said county charge that before the finding of this indictment Tony Pace, a negro, or the descendant of a negro, to the third generation inclusive, a man, and Mary Ann Cox, a white woman, did live together in a state of adultery or fornication against the peace and dignity of the State of Alabama.

It is admitted that said indictment was duly endorsed, filed, &c.

On the reading of the same to her, said defendant, by her counsel, duly filed a plea in abatement to said indictment, which plea is in words as follows:

STATE OF ALABAMA,
Clarke County:

And Mary Jane Cox, who was indicted by the name of Mary Ann Cox, in her own proper person, cometh into court here, and having heard the said indictment read, saith that she was baptized by the name of Mary Jane at, &c., and by the christian name of Mary Jane hath always, since her baptism, hitherto been known or called without this; that the said Mary Jane Cox now is, or at any time hitherto been, called or known by the christian name of Mary Ann, as by this indictment, is supposed, and this she, the said Mary Jane Cox, is ready to verify, wherefore she prayeth judgment of said indictment, and that the same may be quashed.

MARY J. COX.

Sworn to and subscribed before me this 27th April, 1882.
W. W. DAFFIN, *Clerk.*

To which plea the State, by its solicitor, demurred as follows:

8 Circuit court, spring term, 1882.

THE STATE
vs.
TONY PACE, MARY ANN COX.

Comes the solicitor and demurs to the plea in abatement filed in said

cause, and assigns the following grounds of demurrer: Because said plea admits that defendant's name is Mary, as charged in the indictment, and because the insertion of the middle name, to wit, Ann is immaterial.

Which demurrer the court sustained, and to which ruling of the court defendant excepted.

After the evidence in said cause had closed and the court had delivered a general charge to the jury, defendant then and there asked in writing the following charge:

"Unless the jury are satisfied, beyond a reasonable doubt from the evidence that defendants did live together in adultery or fornication before the finding of this indictment, they must acquit the defendants, and they may in determining this question look at the evidence as to where the parties each lived, and with whom, and where the adulterous acts took place, if they did in fact take place; as whether they took place in a house controlled or occupied by either party or were mere occasional acts of illicit intercourse in out of the way places."

Which charge so asked the court refused; to which refusal defendant then and there excepted.

And defendant, in open court, on this the 28th day of April, 1882, a regular day of said term, and while said court was then in session,
9 presents this, her bill of exceptions in this cause, and prays that the same be accepted, signed, and sealed as such, which is accordingly done.

W. E. CLARKE,
Judge, &c..

Filed in open court April 28th, 1882. W. W. Daffin, clerk.

STATE OF ALABAMA,
Clarke County:

Circuit court, spring term, 1882.

Be it remembered that at the spring term, 1882, of the circuit court of said county, and on the 27th day of April, 1882, a regular day of said term, the following proceedings were had:

Tony Pace being then and there on trial jointly charging him with one Mary Ann Cox, for an alleged violation of section 4189 of the Code of Alabama. After the evidence under said charge and at said trial had closed, and the court had delivered a general charge to the jury, defendant then and there asked of the court the following charge in writing:

"Unless the jury are satisfied beyond a reasonable doubt from the evidence that defendants did live together in adultery or fornication before the finding of this indictment, they must acquit the defendants, and they may in determining this question look at the evidence as to where the parties each lived, and with whom, and where the adulterous acts took place,
10 if they did in fact take place; as whether they took place in a house controlled or occupied by either party or were mere occasional acts of illicit intercourse in out of the way places."

Which charge so asked the court refused; to which said refusal said defendant then and there excepted.

And defendant in open court, on this the 29th day of April, 1882, a regular day of said term, and while said court was then still in session, presents this his bill of exceptions in this cause, and prays that the same be accepted, signed, and sealed as such, which is accordingly done, this 29th day of April, 1882.

W. E. CLARKE, *Judge, &c.*

Filed in open court April 29th, 1882. W. W. Daffin, clerk.

THE STATE OF ALABAMA,
Clarke County:

I, W. W. Daffin, clerk of the circuit court in and for the county and State aforesaid, hereby certify that the foregoing pages from 1 to 6, inclusive, contain a full and complete transcript of the record and proceedings of the said circuit court in a cause therein pending, wherein The State of Alabama was plaintiff and Tony Pace and Mary Ann Cox, defendants, and further certify that the said Tony Pace and Mary Ann Cox did, on the 28th and 29th days of April, 1882, respectively, take an appeal to the supreme court of Alabama, all of which I hereby certify to said supreme court.

Witness my hand and the seal of said circuit court this 1st day of May, A. D. 1882.

W. W. DAFFIN, *Clerk.*

Filed May 6th, 1882. John W. A. Sanford, clerk of the supreme court.

11 Supreme court. Thursday, May 11th, 1882.

TONY PACE ET AL. *vs.* THE STATE OF ALABAMA. } 427. 1st div. Clarke circuit court.

Come the appellants, by attorney, and comes also the attorney-general, who appears for the State, and submit this cause on briefs for decision.

Supreme court. Thursday, May 25th, 1882.

TONY PACE ET AL. *vs.* THE STATE OF ALABAMA. } 427. 1 div. Clarke circuit court.

Come the appellants, by attorney, and comes also the attorney-general, who appears for the State, and the record and matters therein assigned for errors being submitted on briefs and duly examined and understood by the court, it is considered that in the record and proceedings of said circuit court there is no error. It is therefore considered that the judgment of said court be in all things affirmed. It is also considered that the appellants pay the costs of appeal in this court and in the circuit court.

Supreme court, Dec'r term, 1881.

TONY PACE ET AL. vs. THE STATE OF ALABAMA. } No. 427. 1 div. Appeal from Clarke circuit court.

12 SOMERVILLE, *J.:*

The indictment here charges that "Tony Pace, a negro, or the descendant of a negro to the third generation, inclusive, a man, and Mary Ann Cox, a white woman, did live together in a state of adultery or fornication." The offence charged is that denounced by section 4189 of the Code. The language of this section is, "live in adultery or fornication with each other." We think there is no essential difference in the signification of the phrases used respectively in the indictment and statute, and that they are substantially the same in meaning. In form number 22 of indictments for living in adultery or fornication, under § 4184 of the Code, both are indiscriminately authorized, and are regarded as synonymous.

The statute under which this indictment is found is not, in our opinion, obnoxious to any constitutional objection. It is not, as insisted by appellants' counsel, violative of the first section of the fourteenth amendment of the Federal Constitution, which forbids a State to make or enforce any law which shall abridge the privileges or immunities of citizens of the United States," or to "deny to any person within its jurisdiction the equal protection of the laws." The fact that a different punishment is affixed to the offence

13 of adultery when committed between a negro and a white person, and when committed between two white persons or two negroes, does not constitute a discrimination against or in favor of either race. The discrimination is not directed against the person of any particular color or race, but against the offence, the nature of which is determined by the opposite color of the cohabiting parties. The punishment of each offending party, white and black, is precisely the same. There is obviously no difference or discrimination in the punishment. The evil tendency of the crime of living in adultery or fornication is greater when it is committed between persons of the two races than between persons of the same race. Its result may be the amalgamation of the two races, producing a mongrel population and a degraded civilization, the prevention of which is dictated by a sound public policy affecting the highest interests of society and government. To thus punish the crime denounced by the statute, by imposing the same term of imprisonment and the identical amount of fine upon each and every person guilty of it, can in no sense result in pro-

14 ducing any inequality in the operation or protection of the law.

This view of the case is fully settled by the past decisions of this court, upon which it is entirely needless to enlarge. Green vs. The State, 58 Ala., 190; Ford v. The State, 53 Ala., 150; Ellis v. The State, 42 Ala., 525; Hoover v. The State, 59 Ala., 57. It is also sustained by the decisions of the highest courts of many of our sister States. State v. Gibson, 36 Ind., 289 (S. C., 10 Amer. Rep., 42); State v. Kennedy, 76, N. C., 251 (S. C., 22 Amer. Rep., 683); Thrasher v. The State, 3 Tex. ct. appeals, 263 (S. C., 30 Amer. Rep., 131); Kinney's case, 30 Gratt (Va.), 859 (S. C., Amer. Rep., 690).

The bill of exceptions fails to set out all the evidence, and, in the ab

sence of it, we cannot assume that the court erred in refusing to give the charge requested by appellant. The charge will be presumed to be abstract unless it is shown to be supported by the evidence as appearing in the bill of exceptions. 1 Brick Dig., p. 338, § 40.

The demurrer to the plea in abatement of the defendant Cox was properly sustained. The law knows but one christian name, and it has been held by this court that the insertion or omission of a middle name is entirely immaterial and may be disregarded. If a middle name is averred it need not be proved. Edmundson v. The State, 17 Ala., 179.

The judgment of the circuit court must be affirmed.

15 UNITED STATES OF AMERICA.

The President of the United States to the honorable the supreme court of Alabama, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said the supreme court of Alabama before you or one of you, the honorable the judges of said court, being the highest court of law or equity of said State in which a decision could be had in the said suit between Toney Pace and the State of Alabama, wherein was drawn the question of the construction of the fourteenth amendment to the Constitution of the United States, and the decision was against such clause of said Constitution as applicable to said cause, a manifest error hath happened to the great damage of the said Toney Pace, as by complaint of John R. Tompkins, his attorney, appears; we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in their behalf, do command you, if judgment be therein given, that then, under your seal, distinctly
16 and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, the fourteenth day of June, in the year of our Lord one thousand eight hundred and eighty-two, and the seal of the said circuit court of the United States for the southern district of Alabama.

N. W. TRIMBLE,
Clerk U. S. Cir. Crt Sou. Dist. Ala.

Allowed, June 27th, 1882.

ROB'T C. BRICKELL,
Chief Justice Sup. Ct. of Alabama.

17 United States of America , greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States to be holden at Washington on the

second Monday of October next, pursuant to a writ of error filed in the clerk's office, circuit court of the United States for the southern district of Alabama, wherein Tony Pace, plaintiff, and the State of Alabama is defendant in error, to show cause, if any there be, why judgment rendered against the said plaintiff in error as in the said writ of error mentioned should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Robert C. Brickell, chief justice of the supreme court of Alabama, this 27th day of June, in the year of our Lord one thousand eight hundred and eighty-two.

ROB'T C. BRICKELL,
C. J. Sup. C't of Ala.

As governor of the State of Alabama, I hereby accept service of the within citation, & waive copy & service by the sheriff & all further notice.

July 22nd, 1882.

R. W. COBB, *Governor.*

18 THE STATE OF ALABAMA,
Montgomery County:

I, John W. A. Sanford, clerk of the supreme court of the State of Alabama, do hereby certify that the foregoing pages, numbered from 1 to 17, inclusive, contain a full, true, and complete transcript of the record and proceedings of the said supreme court in the case entitled Toney Pace et al. vs. The State of Alabama, in which Tony Pace and Mary Ann Cox were appellants and The State of Alabama was appellee, as appears of record and on file in the office of the clerk of the said supreme court.

In testimony whereof I have affixed the seal of the said supreme court, at the city of Montgomery, in the State of Alabama, this the 15th day of August, A. D. eighteen hundred and eighty-two, and of the Independence of the United States the one hundred and seventh.

[SEAL.] JOHN W. A. SANFORD,
Clerk of the Supreme Court of the State of Alabama.

[Two dollars State of Alabama tax on seals stamp affixed to seal.]

(Indorsement on cover:) No. 908. Toney Pace, plaintiff in error, vs. The State of Alabama. Alabama supreme court. Filed 2nd September, 1882.

6942——2

16583

No 908.
Clayton v. Alabama

OCT 3 1882

In the Supreme Court of the United States.

TONEY PACE AND ANOTHER,

vs.

THE STATE OF ALABAMA.

APPEAL FROM THE SUPREME COURT OF ALABAMA.

Brief of Jno. R. Tompkins, for Plaintiff in Error.

In the Supreme Court of the United States.

TONEY PACE AND ANOTHER,

vs.

THE STATE OF ALABAMA.

APPEAL FROM THE SUPREME COURT OF ALABAMA.

Brief of Jno. R. Tompkins, for Plaintiff in Error.

The question presented by the record in this cause is, that section 4189 of the Code of Alabama, in its penal provisions as to the crimes of adultery and fornication when compared with section 4184 of the same Code, in palpable conflict with the following clause of the Fourteenth Amendment of the Constitution of the United States: "That no State shall enforce any law which shall abridge the privileges or immunities of citizens of the United States: nor shall any State deprive any person of life, liberty or property without due process of law: nor deny to any person within its jurisdiction the *equal protection* of the laws."

Section 4189 of the Code of Alabama, (which for convenience I quote in full) provides as follows: "If any white person and any negro, or the descendant of any negro to the third generation inclusive, though one ancestor of each generation was a white person, intermarry or live in adultery or fornication with each other, each of them must, on conviction, be imprisoned in the penitentiary or sentenced to hard labor for the county for not less than two nor more than seven years."

And for the further convenience of this brief, I also quote in extenso Section 4184 of the same Code: "If any man and woman live together in adultery or fornication, each of them must, on the first conviction of the offense, be fined not less than one hun-

dred dollars, and may also be imprisoned in the county jail or sentenced to hard labor for the county for not more than six months. On the second conviction for the offense, with the same person, the offender must be fined not less than three hundred dollars, and may be imprisoned in the county jail or sentenced to hard labor for the county for not more than twelve months, and for a third or any subsequent conviction with the same person, must be imprisoned in the penitentiary, or sentenced to hard labor for the county for two years."

I thus quote these two sections from the same chapter of the Alabama Code that they may be the more conveniently compared in support of the proposition.

That no valid judgment has ever been rendered against plaintiff in error: that no valid judgment could be rendered against him on the accusation shown by the record because the section of the Code of Alabama under which a conviction is claimed by the State is in contravention of the Amendment of the Constitution referred to and is inoperative and void.

"A statute which is in violation of the State or Federal Constitution being void can neither confer authority to act nor afford protection to one who has acted under it," 95 *U. S., (5 Otto,)* 465; 9 *Amer. Rep.* 576; 19 *Ibid* 718; *Strong vs. Daniel,* 5 *Ind.* 348; *Sumner vs. Beale,* 50; *Ibid* 341; *Astrom vs. Hammond,* 3 *McLean,* 107; *Borling vs. West,* 29 *Wis.* 307.

"Constitutional provisions for the protection of life, liberty and property are to be largely and liberally construed in favor of the citizen." Brickell's (Ala.) Digest, vol. 1, 360.

This Honorable Court, in the Slaughter House Cases, 16th Wall, 36, clearly construes the Fourteenth Amendment, and as clearly apply its manifest object and intent to reach precisely such cases as the one at bar. The record shows plaintiff in error to be a negro or the descendant of a negro. Mr. Justice Miller delivering the opinion of the Court in the Slaughter House cases, says: "The first clause of the fourteenth article was primarily intended to confer citizenship on the negro race, and to define and distinguish between citizens of the United States and of a State. The second clause protects from the hostile legislation of the State the privileges and immunities of *citizens of the United States* as distinguished from those of citi-

zens of the States." What can be clearer in the light of this construction of the Fourteenth Amendment by this honored tribunal than that it deprives Section 4189 of our Code of all vital force, and leaves it a nullity (to the extent here claimed) on our statute books.

"Discriminating legislation by a State against any class of persons of any particular race or nation, in whatever form it may be expressed, deprive such class of person, or persons of such particular race or nation of the equal protection of the laws, and is prohibited by the Fourteenth Amendment." *In re Tiburcio Parrott Federal Reporter, vol.* 1, *p.* 481.

Only cases as they have or may occur can enable the jurist to plummet the depths or measure the scope of the Constitutional Amendment in question, clearly designed as it is, to hold all persons, under all circumstances and in every phase and aspect of life *equal before the law.* The question incidentally came up in what is known as "the Chinese Pigtail case." *Ho Ah Kow vs. Mathew Nunan*, 18 *American Law Register, N. S.*, 676, in which Mr. Justice Field says: "The ordinance (of San Francisco) being directed against the Chinese only, imposing upon them (the Chinese) a degrading and cruel punishment, is also subject to the further objection that it is forbidden by that clause of the Fourteenth Amendment to the Constitution which declares that no State "shall deny to any person within its jurisdiction the equal protection of the laws." "This inhibition upon the State applies to all the instrumentalities and agencies employed in the administration of its government; to its executive, legislative and judicial departments, &c." * * "The equality of protection thus assured to every one whilst within the United States, implies not only that the courts of the country shall be open to him on the same terms as to all others for the security of his person or property, the prevention or redress of wrongs, and the enforcement of contracts, but that *no charge or burdens shall be laid upon him which are not egnally borne by others, and that in the administration of criminal justice he shall suffer for his offense no greater or different punishment.*" Again, I quote from another case from the United States Circuit Court, District of California. *In re Ah Fong.* 13*th American Law Register, N. S.*, 671. "The Fourteenth Amendment to the Constitution declares that no State shall de-

prive any person of life, liberty or property without due process of law, nor deny to any person the equal protection of the laws." *Held*, that this equality of protection implies not only accountability to the courts for prevention or redress of wrongs and the enforcement of rights but *equal exemption* with others of the *same class from all charges and burdens of every kind.*"

"The Fourteenth Amendment is an inhibition on the States, denying to them the power to deprive citizens of the *equal protection* of the laws."

Strauder vs. West Virginia, 100 U. S., 303.

"States may pass laws to regulate the privileges and immunities of its own citizens *provided* they do not abridge the privileges and immunities *of citizens of the United States.*"

Slaughter House cases, supra.

"All persons residents in this State (Alabama), who are citizens are entitled to possess "*equal civil and political rights.*"

Art. 1. *Declaration of Rights, Const. of Ala.; Vide also, U. S. vs. Cruikshanks*, 92 *U. S. (2 Otto)* 542 *and* 552; 101 *U. S. (1 Otto)* 22 *and* 30.

It can but be observed that Justice Somerville of the Supreme Court of Alabama, who rendered the judgment of that Court in this cause, fortifies his opinion almost exclusively with cases touching the intermarriage of the races, which it is respectfully submitted has nothing to do with the question involved in this appeal. In my brief, in the Court below, I took the position that the case of *Green vs. The State*, 58th Ala., 190, ruled what is admitted to be law founded in sound reason and not in conflict with the spirit of a uniform public justice; that marriage is a social institution subject to the regulation of the sovereign power of the State without violation of any provision of the Constitution. This position in no respect affects the question at issue, it merely construes the law of the State to regulate the social institution of marriage—itself lawful. By prohibiting the intermarriage of races it in no respect affects the discrimination in punishing persons of a certain class more than others for violating laws in themselves penal.

The only two cases cited by the learned Justice in the Court below, (so far as I have been able to discover,) which bear directly on the point at issue are the cases of *Ford vs. The State*, 53 *Ala.*,

150 and *Ellis vs. The State,* 42 *Ala.,* 525, and it is submitted that *Ford's* case was rendered on the authority of *Ellis,* and this latter made to support the former, did not involve the provisions of the Fourteenth Amendment to the Constitution but the act of Congress commonly known as the "Civil Rights Bill."

The civil rights bill was approved 9th April, 1866. The adoption of the Fourteenth Amendment was proclaimed by the Secretary of State the law of the land 20th July, 1868.

The Supreme Court of Alabama in *Ellis vs. The State, supra.,* says: "§ 2602 (4189) Revised Code does not contravene the Act of Congress of 9th April, 1866, entitled "An Act to protect all persons in the United States in their civil rights and furnish the means of their vindication." While the same Court in *Ford's case, supra.,* in a very short opinion say: "On the question involved in this case we can add nothing to the thorough discussion it received in *Ellis vs. The State.*" This is enough to show that *Ellis'* case was decided on an act of Congress entirely foreign to the question here raised, and that *Ford's* case was decided on *Ellis* and both consequently on the construction of an act of Congress as old as 1866, and neither in the clearer light of the Constitutional Amendment of 1868.

Now it is submitted, that while *Green's* case on the subject of the intermarriage of the races rules good law, both *Ford and Ellises'*, upon the subject of unequal punishments measured against different races according to color, are alike founded on false premises and (in the face of the Constitution) rule bad law. Marriage is a social blessing; adultery and fornication are social evils. Marriage is sanctified by divine and human laws; adultery and fornication have been denounced as crimes from the Decalogue to the Code of 1876. Legislative power may regulate how the lawful institution of marriage may be celebrated for the welfare of society, but legislative power may not say how crimes, in themselves penal, may be discriminately punished (where all are equal before the law) according to the caste of the individual who invades them.

Divine law, the supreme fountain of all perfected wisdom, beneficence and justice, without subdivision or discriminate penalties among the races, proclaims "to all nations, tongues and kindred" the simple mandate, "Thou shalt not commit adultery."

Looking from the Constitutional inhibition to the statute making power, it is manifestly apparent that the section of the Code in question comes clearly within the purview of that legistive monstrosity condemned of all enlightened governments' commonly known as "class legislation." And in arguing the unconstitutionality of that section of the Code under which plaintiff in error was tried and convicted in the Court below, need we have gone further than to compare that section with Section 4184 from the same chapter of the Code and say if the unequal penalties respectively imposed do not manifestly show a denial of "the equal protection of the law"? Does not this comparison show an invasion of those many provisions of the Constitution designed to hold all persons made citizens of the government equal before the law in protection, obedience, immunity and responsibility to its provisions? Does it not show where the section in question seeks to tear the bandage from the face of the blind Goddess that she may with open eyes measure the strokes of the avenging sword rather by the color of the offender than by the magnitude of the offense?

Justice Somerville in his opinion holds that there is no discrimination in the penal provisions of the statute because it punishes both parties alike. Were this good logic in the face of the fact that an ordinary misdemeanor is made a felony because one of the offending parties happened to be a negro or the descendant of a negro to the third generation inclusive, it would be bad law because in the clearer light of the Constitution it would be an illegal discrimination between the offending party and others of his own race who might commit a like offense with an Indian, a Chinese, a Corean or one of his own people. It would be bad law upon the authority of any one of the cases already cited because "no charge or burdens shall be put upon him which are not *equally borne by others.*"

Vide Authorities *supra.*

Let us by way of homely illustration instance the case of two brothers of the Saxon race equal socially and before the law, the one becomes enamored of an octoroon but by reason of local laws cannot make her his wife, the other openly grovels in lowest licentiousness with the most degraded of Indian squaws. Each break the law of adultery and fornication, the statute which Jus-

tice Somerville says does not discriminate sends one a felon to the penitentiary and imposes a nominal fine for a misdemeanor on the other. One becomes a felon not only with many statutory disqualifications discriminating against him as such, but with the brand of felon ever afterward on his brow, while the other pays the fine of a petty offense to be forgotten tomorrow as is the case with hundreds in our courts of justice every day. Is this equality before the law? It is but the logic of Justice Somerville's law.

Having admitted the constitutionality of that part of the section relating to the intermarriage of races, but insisting that the latter part of it is in conflict with the amendment quoted, the Supreme Court of Alabama has by repeated decisions settled the only question remaining to be considered.

The statute is susceptible of separation so that such part of it as has stood the test of reason and adjudication, may stand, and such parts of it as cannot stand this two-fold crucial test must fall. "If some of the provisions of a statute are violative of the Constitution while others are consistent with it, the latter will be maintained if they can be separated from and stand without the unconstitutional parts of the law. The courts will treat the unconstitutional parts as if they were stricken out of the statute."

Mobile and Ohio Railroad Company vs. State, 29 *Ala.*, 573. *Ex parte Pollard*, 40 *Ala.*, 77. *S. and N. R. R. Co. vs. Morris*, 65 *Ala.*, 193. *State vs. Ameny*, 12 *R. I.*

As plaintiff in error is now in the penitentiary of the State, under what is submitted, an illegal sentence, the speedy judgment in this Court is respectfully prayed on the record.